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THE SOLICITORS' JOURNAL.

LONDON, APRIL 4, 1857.

DIRECTORS AND SHAREHOLDERS.

A man who should discover a method of securing the honest working of joint-stock companies would be the greatest benefactor to the world. Every day shows more and more the impossibility of dispensing with an engine so powerful as that of association, and at the same time produces proof upon proof of the complete failure of every check by which the shareholders have hitherto attempted to guard against fraud. Auditing has turned out nothing but a farce. Annual reports serve only to blind subscribers, who are already caught, and to entrap fresh victims into the net. Vigilance on the part of ordinary members of a company, except by the spasmodic action of irregular committees of investigation, is really out of the question. The very strength of the associative principle consists in the facility of joining in a commercial enterprise which it affords to thousands who have neither the inclination nor the time to take an active part in its management. To say, as some have said, that no one ought to take shares in a company who is not prepared from year to year to investigate its most secret affairs, and drag to the light every transaction which its directors are most interested in concealing, is simply to pass sentence of death upon the joint-stock system once for all. And yet nothing short of this seems sufficient to guard against fraud. Government returns, certified statements, and the like, answer very well the purposes of rogues, by giving a genuine appearance to the most hollow bubble, but as a protection to the honest shareholder, they are worth no more than waste paper. Nothing could be more stringent than some of the statutory requirements which joint-stock banks are required to fulfil. No doubt it was thought a great safeguard to insist on half the capital being paid up before a charter could be granted; but what is the security worth? Mr. ESDAILE and Mr. APSLEY PELLATT have furnished the answer, in their instructive history of the Royal British Bank.

In spite of statutes and regulations, that clever concern managed to start with a working capital of about one-fifth instead of one-half of the amount nominally subscribed. The Act, as Mr. ESDAILE says, was complied with in spirit, because, if the money was not paid up in coin, it was represented by securities, which bore the responsible name of Mr. HUGH INNES CAMERON, the prime mover in the swindle. Mr. APSLEY PELLATT has a rather less elastic conscience, but he makes up for his weakness in this respect by a surprising power of oblivion. He does not go so far as to deny that in putting his name to the statement that £50,000 was in hand, he did in fact certify a lie, but at the time he quite forgot that a large proportion of the pretended capital was composed of worthless notes; and Mr. M'GREGOR told him that the Act was complied with, and what could he do but put his hand to the false certificate? As Mr. PELLATT in-

nocently observed, "It appears now that Mr. M'GREGOR must have been wrong in stating that the Act had been complied with, and that he (Mr. PELLATT) must have affixed his signature under a wrong impression. He signed the document without reading it." If it were worth while now to discuss the relative merits of these worthy Directors, the question would be a curious one for casuists, whether it was more honorable to obey the Act "in spirit," after the manner of Mr. ESDAILE, or to sign a declaration of fact without reading its contents, or taking the trouble to remember the truth or falsehood of the statements thereby conveyed. The only moral we wish to draw from the transaction is, that certificates and declarations by Directors are not very efficient safeguards of the interests of a proprietary body, or of the public at large. What, then, are shareholders to do, if they cannot protect themselves by vigilance, or be kept harmless by the shield which Government in its wisdom may have stretched over them? Are they to trust to the known character or respectability of the gentlemen who volunteer to manage their investments for them? We do not think that all boards are quite as bad as the Directors of the Royal British Bank, but there is still a lesson to be learned from it which admits of a rather extensive application. Directors of the APSLEY PELLATT stamp are not very uncommon, though he may be rather an exaggerated specimen of the school. Whenever a board does go very wrong, you are sure to find, upon an analysis of its composition, that it is made up of two classes of men—those who help themselves, and those who shut their eyes, perhaps wilfully, perhaps carelessly, while their colleagues are pursuing their gainful trade. There are always two or three immaculate directors who, in pure simplicity of heart, have signed everything which was put before them, and, after governing a company for a year or two, have been utterly ignorant of all its affairs—at any rate, of all which they would be ashamed to own. Perhaps it is only in very extreme cases that this kind of innocent blindness is carried so far as to leave the misguided director in ignorance of the secretary who takes down the minutes of the Board, and in doubt as to the nature of his own liability as a member of the company which he represents. But great allowance must be made for a gentleman who has sat in the parlour of the Royal British Bank, as it must be obvious that a very extraordinary amount of ignorance was essential in such a case to enable a director to retire, as Mr. APSLEY PELLATT did, after a year of office, without anything affecting his character, his integrity, or his honesty. The unfortunate conclusion seems to be, that, although a board may contain the names of men who have borne honest, upright characters, there is no security for the unhappy shareholders. Let us grant to Mr. PELLATT, for argument's sake, the character which he claims, and it does but make the matter worse. If he was not the plunderer, his very virtues were the means of decoying the public into the snare. Why, it is the respectable men who do all the mischief! Mr. CAMERON might have worked to little purpose if he had not been backed by associates who pledged their previous character as a guarantee for his nefarious schemes, and it is only too certain that the appearance of a name of supposed respectability upon a Board of Directors affords no certain protection against the most barefaced plunder by one or other of the colleagues of him who bears it.

The more one sees of the internal working of associated bodies the more obvious it is that everything depends on the integrity of the actual manager. An investment in shares is, in substance, a deposit on the personal security of some unknown official. Sometimes it is the secretary, now and then it is the chairman, who rules, or perhaps it may be a clique of two or three of a numerous board who have all the threads in their own grasp. Mere subscribers for shares cannot even

tell who the man really is in whom their confidence is practically reposed, much less can they judge how far their trust is warranted. And yet men must and will go on investing in joint-stock companies, to reap profit or ruin according as they chance to fall into honest or knavish hands. There is no way of evading the risk entirely. A moderately crafty manager would defeat the cleverest devices for keeping him honest against his will. The only present mode of diminishing the risk seems to be, to concentrate authority in few hands, so that it may be known in whom the trust is really placed. And the only prospective aid which the Legislature can give, will be to apply the terrors of the criminal law to check a form of dishonesty which is becoming the fashion of our times.

GRAND JURIES.

We have received a pamphlet by Mr. HUMPHREYS, upon the subject of the "Inutility of Grand Juries," which states very distinctly the objections to the institution, and proposes alterations in it which are curiously cautious and moderate. The object for which grand juries were originally instituted was that of protecting accused persons from being put on their trials on insufficient evidence; and every one who has the most superficial acquaintance with English history, must remember the good service which they did in this respect, during the stormy part of the reign of CHARLES II. It needs no proof that they do not now answer any such purpose. It is altogether inconceivable that any government should, in the present day, institute criminal proceedings from improper motives, or that, if they felt the temptation to do so, they should be in a condition to yield to it. It would, therefore, seem that no real risk to the liberty of the subject could be incurred by dispensing with a precaution so cumbrous and obsolete. At any rate, the simple plan of retaining the present system in the case of persons charged with political offences would amply answer any substantial end which it is ever likely to subserve. Something more, however, is usually required than proof that an institution is unsymmetrical, or even useless, before English people can be persuaded to wish for its abolition. It must further be shown that it involves serious practical inconveniences, and it is principally to this part of his subject that Mr. HUMPHREYS addresses himself.

The grand jury is capable of being made, and, in fact, frequently is made, an engine of extortion. Its sittings being secret and *ex parte*, nothing is more easy than for a designing man to send up a bill before the grand jury, charging a person with some offence of an infamous character, and then, by working on his fears of exposure—fears which are often as alarming to the innocent as to the guilty—to extort money, as the price of getting the bill ignored. It would be, from the nature of the case, almost impossible that such a transaction should take place before a court in which the proceedings were public, and where the accuser and accused were confronted. The evil of this state of things is so obvious that it forced itself on the attention of those who framed the Central Criminal Court Act, and the course which they took to avoid it is a conspicuous illustration of the way in which English law reformers delight to employ their energy in stopping the holes of a sieve one by one. The 13th section of the Act by which the court was constituted provides, that no indictment shall be found there for any misdemeanor, except perjury, unless the prosecutor is under recognisances, or the person prosecuted in custody or on bail; but Mr. HUMPHREYS points out the fact, that a recognisance to prosecute may be, and often is, entered into secretly and voluntarily, and that the Act does not extend its advantages, whatever they may be, to a quarter sessions—not even to those which are within the venue of the Central Criminal Court.

To the inconveniences which arise from the fact that the functions of the grand juries open a door to fraud and extortion, we must add the further objection that they sometimes defeat the purposes of justice. Mr. HUMPHREYS tells us that on an average twenty or thirty bills are ignored at every sessions of the Central Criminal Court, all the persons indicted in these bills having been committed for trial by some one of the metropolitan magistrates. As the principle of commitment for trial is, that a man is never committed whom the committing magistrate considers innocent, it would seem to be almost certain that many of the bills ignored must refer to guilty persons. It is, however, no matter of surprise that this should be the case, for the members of the grand jury are persons of no special legal knowledge, and it requires very considerable tact and experience to elicit even from a stupid witness the whole of the evidence in his possession. If the witness, of whatever intelligence, be corrupt, he may, in many cases, have the power of quashing the charge almost entirely in his own hands.

The expense and inconvenience of the institution of grand juries is by no means a matter of light importance. Every one whose professional duty often takes him there knows that, even with the help of decently commodious seats and mental occupation, it is no slight physical effort to pass several consecutive days in the crowd and bad air of a court of justice; but it must be a real and serious evil to pass a similar period in a state of utter mental vacancy, in dirty, cold, and crowded lobbies, hustled about by clerks, policemen, the friends and associates of criminals, and all the idle riff-raff that invariably besets criminal courts. It is bad enough for a man to pass hours or days in such a scene, but we can imagine no arrangement more likely to hold out the very gravest temptations to young women and children. What person of any feeling would not shrink from sending a foolish, inexperienced maid-servant to stand about for a couple of days amongst all the blackguard hangers-on of the Old Bailey? To do so, would be equivalent, in many cases, to risking her ruin, soul and body.

To a certain extent, these evils are unavoidable, and they might, no doubt, be mitigated by the establishment of proper waiting-rooms, and other conveniences; but they are enormously aggravated by the grand jury. If, as soon as the calendar was complete, it was known who would be tried, and who would not, nothing could be easier than to make lists from day to day of the cases to be taken, due regard being had to their importance, and to the convenience of the persons professionally engaged. This arrangement is impossible so long as the court is entirely dependent on the grand jury, and cannot go on with any case until a bill has been found. We know of hardly any minor reform which would be of so much practical advantage in the administration of the criminal law, as one which would make the courts masters of their own arrangements. Let any one try to imagine the confusion which would be produced by a *Nisi Prius* grand jury, which must be satisfied that the plaintiff had a *prima facie* case, before any action could be tried, and he will have a clear notion of the amount of inconvenience to which we submit from mere habit in the transaction of criminal business.

Mr. HUMPHREYS confines his suggestions to the Central Criminal Court, and no doubt the inconveniences to which he refers are felt more pressingly there than elsewhere. Witnesses must, under any system, be detained a considerable time at an assize town; and where the population is less dense, and the notoriety of any kind of legal proceedings much greater than in London, the power of sending a bill before the grand jury is less likely to be made an engine of extortion. There can be no doubt, also, that the social advantages of the institution are in the counties very considerable, and,

under these circumstances, it may be a question whether the grand jury might not be advantageously continued in the country. There can, we think, be no question at all that it is obsolete and inconvenient in London.

Legal News.

We take the earliest opportunity, and devote a conspicuous place in our paper, to inform our readers that Mr. JOSHUA WILLIAMS, so well known to young legal students as the writer of two most useful hand-books, has published a series of "Letters to JOHN BULL, Esq.," in which he has endeavoured to explain to the comprehension of that much-taught, but slowly-learning personage, the necessity which exists, in the nature of things, for lawyers, and the consequent expediency of paying well, and treating with confidence, the members of a profession which cannot be abolished. We do hope that the services of Mr. WILLIAMS, as an expounder of legal principles, as well as the merits of his present effort in a very different style of writing, will secure to him the gratitude of the profession. Certainly, the subscribers to this journal are bound to buy, and read, and recommend a book which very happily expresses and illustrates more than one principle which it is our peculiar business to urge upon the public mind. Mr. WILLIAMS's second letter, on "Attorneys," places in a very clear light the importance of the duties of the solicitor, the interest which society consequently has in improving his education and moral tone and standing, and the means by which these objects may be best attained. This letter, indeed, handles these points so effectively, and they concern our readers so very nearly, that we cannot resist the temptation to extract the greater portion of it, which we here subjoin:—

"Are there two many low attorneys? Then try to elevate this branch of the profession, rather than to decry and depress it. It is painful to see men who have risen to eminence and wealth on the shoulders of solicitors, trying all they can to cut down their fees, and lessen their importance. Complaints are sometimes made that attorneys and solicitors do not attend the courts themselves, but send mere clerks as their representatives. And what wonder, when the fee allowed will pay a clerk, but will not pay his principal? You do not pay them properly for what they do, and you seek to make up for this by paying them for what they do not. Thus, taxation allows to every solicitor so much a folio of seventy-two words for drawing every bill in Chancery. Some new orders have lately come out, and this item is still there. It is, however, very well known to all concerned but the client, that it is the barrister who draws the bill, and not the solicitor whom you pay for it. So, again, you give a profit on mere copies; whilst time and attention, which are the real staple commodities of the profession, are grossly underpaid. How can you imagine anything more calculated than this to injure a weak, to say nothing of a wicked mind? Every man wishes to get as much and to do as little as he can; and, knowing this, you pay the lawyers not for what they do, but for what they do not. You hold out a premium to idleness, and lay a drawback upon industry. Instead of wondering that there are so many who sink under the temptations thus held out, the wonder is that there are no more. I believe this branch of the profession to be rising and improving; but this is in spite of the mode of their payment, and to be attributed to other causes.

"Of late years a strict examination has been instituted, to which all must submit who would be admitted attorneys. More recently still, prizes have been established, and I have no doubt that the effects will be very beneficial. I believe that this examination has tended greatly to elevate attorneys and solicitors as a class. They have their social status very much in their own keeping. I have tried hard to persuade some of my friends in this branch of the profession to give their sons, whom they intend to succeed them, the inestimable benefit of an university education. I have not unfrequently seen a man who has spent four years in a solicitor's office commence reading with a conveyancer at the same time as another man fresh from the university; and before a twelvemonth has expired, the

university man has distanced his competitor, who had had four years' start. The one had learned how to learn; the other had not. If both branches of the profession were equally educated, there is no earthly reason why the social status of a solicitor should not be fully equal to that of a barrister. In Scotland a writer to the signet is in the same social position as an advocate, and why should it not be so here? The duties of an attorney or solicitor require quite as many of those qualities by which human nature is adorned as the duties of a barrister. In some respects I have long thought there is greater scope for noble qualities in the profession of a solicitor than in that of an advocate. The great question whether or not a suit shall be begun is most frequently decided in his office. Counsel indeed are generally consulted in matters of importance; but the case for counsel's opinion—the case which states the facts and gives the colouring—is drawn by the solicitor. Again, the solicitor has to do with the individual client, and needs to be well instructed in that most important study—the study of mankind. You may complain of rascally and blundering solicitors; but how many complaints have I not heard from them of rascally, stupid, and intractable clients. To open the eyes of a blind man,—to show him that his interest consists with his duty,—to make him act rightly, is often the arduous business of his attorney. The good that may be done by an able and right-minded man in this branch of the profession is often incalculable; and despite the absurd system of professional pay, there are many, very many such. The average, however, are like the average of mankind, made of the same flesh and blood, and swayed by the same influences. If a man is tied to a desk at sixteen, filled with technicalities from that time forward, set to study a treatise on costs (for to understand costs requires a treatise),—told to charge for what he knows has not been done, and to make no charge for real labour,—can you wonder if he sometimes mistakes the true end of his profession?—that whereas he used to think the *summum bonum* was plenty of pudding, now he should think it is plenty of costs?"

Upon another subject which we have much at heart—we mean the importance of the study of the civil law, as a groundwork for the more special studies of the English lawyer—these letters offer some plain advice to Mr. BULL, which, although sadly opposed to the long-cherished prejudices of that worthy but obstinate individual, we hope he may be prevailed upon to adopt in the legal education of his rising family. The evil noticed in the following passage is as undeniable as, we believe, the remedy for it is clear and simple.

"Men of narrow views, mere slaves to precedent, case lawyers, too much abound. If an English physician travels on the Continent, he finds others of his own profession who have a fellow feeling with himself. But an English lawyer, when travelling abroad, is like a fish out of water. The civil law, the law of the most powerful and civilised of the nations of old, the foundation of all continental jurisprudence, is seldom looked into, much less studied, by an English barrister. The bar forms ultimately the material of the bench. Narrow views are not readily expanded. Take a hint and be wise. Insist on some knowledge of the civil law as essential to the education of a barrister. A lectureship on this subject has been established. Bring students to attend these lectures by requiring an examination."

Among all the elections that have taken place thus far, the most outrageous violation of the law has occurred at Kidderminster, where the candidates were both lawyers, or at least members of the legal profession. Mr. LOWE, the half-murdered victor, is, like many other politicians, a nominal barrister; and Mr. BOYCOTT, his opponent, and the favourite of the hard-handed non-electors, is a solicitor practising in the borough he unsuccessfully aspired to represent. It appears, too, that the disposition to defy the law originated at Kidderminster in the candidature of a well-known lawyer, now deceased, Mr. GODSON; and ever since he was brought into Parliament by the moral or physical force of the carpet-weavers, they have claimed the right to wrest the franchise out of the hands in which the law has placed it. In some boroughs it was but a short while since, and may be now, as natural to sell a vote as to sell a crop of cabbages. Indeed the one profit was looked upon by many inhabitants as

equally legitimate and ordinary with the other. In Kidderminster it would seem that the non-electors believe themselves to possess a constitutional and well-defined right to break the bones of those who presume to vote against their dictation. We notice this outrage, however, principally because it illustrates very strongly what an urgent need there is of a more numerous and efficient police almost throughout the country. The available force of constables at the Kidderminster riot amounted to eight or nine men, who, if they had been the mightiest heroes of epic or romance, could have done no good in the face of an angry multitude. *ACHILLES* himself would effect but little against a mob, if all the circumjacent fragments of granite had been cracked small for road-making, and if his only weapon were a policeman's truncheon—which if he used freely, modern refinement would probably bring a criminal charge against him for excessive zeal. The figure made by the special constables on this occasion will not go far to enhance the national character for pugnacity; but if men are never trained to use their weapons, or to act together, it is vain to expect any readiness or mutual trust when the need of these qualities arises.

We can sympathise most entirely with the devout gratitude of the mayor and the inhabitants when the clatter of hoofs and the clash of steel announced the approach of a troop of cavalry from Birmingham. This incident, and, indeed, the whole drama, has been treated with proper poetic feeling by the reporters of the daily papers. Perhaps, as a matter of purely literary criticism, we may object to the description of Mr. *LOWE's* "white hairs dabbled in blood," a spectacle which we are told "had no effect on the mob," however much the narrative may move the pity of distant readers imperfectly acquainted with the personages who play a leading part in politics. In many provincial circles no doubt it is believed firmly that Mr. *LOWE* is as venerable as *PRIAM*, whereas the truth is, that that ill-used gentleman is in the vigour of his age, and his hair is not grey with years, but from what is called in the *Journal of Psychological Medicine* of the present month, "an absence of colouring pigment in the hair and tegumentary tissues." But let all those who read these spirited descriptions just reflect, that if the picturesque incident of the arrival of the hussars had not occurred, the later scenes of the play might have taken a very sombre aspect. We cannot even venture to feel sure that a single reporter would have escaped the violence of the mob. At any rate, it is quite possible that the same state of circumstances may recur with this important variation—that there shall be no troop of hussars to give their aid. The army is henceforth to be governed on a plan which will prevent detachments of it being ordinarily available to do the duties of police and of all citizens. This truth will probably be forced upon the public attention by a variety of disagreeable incidents. Whether the offenders against law and order be angry non-electors or professional burglars and garotters, the remedy against both evils is the same: we must either do the work of police ourselves, or employ and pay a larger force to do it for us. Many people have no idea at all except that of looking for protection to an authorised legal functionary; and, probably, if *SATAN* himself were to threaten them in a visible shape, they would call for a policeman to arrest him, and complain that that official was always gossiping with the cook when wanted. Mayors and country justices will have to learn the lesson inculcated by *SIR CHARLES NAPIER*, when commanding in the North, during the period of Chartist turbulence. They must organise in the communities over which they preside some sort of force adequate to ordinary necessities, and the regular troops will be reserved for great public occasions, and be usually concentrated at a few points, in sufficient numbers to practise the movements and acquire the habits

of an army. Nor can the demand for a more efficient police be reasonably objected to on the ground of expense. It costs a vast deal more to spoil the efficiency of an army by scattering the soldiers over the whole country, and making them do the work of constables. It is true there are many men who, as members of Parliament, would vote millions to pay an army, but, as magistrates, would grudge every thousand pounds expended to maintain police. This, however, ought to be difficult in the new House of Commons, at least if only a title of the "judicious economy," and "efficient administration," promised in the election addresses of all parties should be ever realised.

We publish elsewhere a letter from a well-known City solicitor, Mr. *JAMES WESTON*, to Baron *ROTHSCHILD*, upon the same question as has already exercised the pens of Mr. *FRESHFIELD* and Mr. *LAVIE*. The letters of these gentlemen, on the expediency of altering the law bearing on the case of *Kingsford v. Merry*, appeared in our paper of the 14th ult., and the experience of Mr. *WESTON* on this subject entitles him to be heard with the same attention. We must say, however, that it would be no easy task to frame a bill to carry out his views. He thinks that, when goods are obtained by theft or forgery, the right of the true owner should prevail; but in case of any other sort of fraud, the *bona fide* vendee or pledgee should retain the goods. This distinction appears to be founded on the idea that an owner may fall a victim to theft or forgery without negligence, but not to fraud of any other kind. And even in the former case, if gross negligence can be proved, Mr. *WESTON* would throw the loss upon the owner. But surely a world of litigation would arise upon the question of the degree of negligence which should suffice thus to transfer the loss. We think that a simple statement of this proposal of Mr. *WESTON* will be enough to demonstrate its impracticability.

CAMPBELL v. CORLEY.—This case, fully argued before the Lords Justices in January last, was expected to stand for judgment.—Mr. *Daniel*, on behalf of Mr. *Corley*, asked that the case might be further heard upon the additional letters which had been found in certain boxes.—Lord Justice *Knight Bruce* said, that, after a full hearing, and after the solicitors on both sides had had an opportunity of ransacking the boxes, and reading letters as fully as they pleased, it was really too bad to apply to the court, whose judgment had been prepared, and was ready to be delivered, for further delay. There was no apology or excuse for such delay and inattention.—Lord Justice *Turner*: If a day shall be appointed, which, if at all, will be with the greatest reluctance, do not let us have a second edition of this application when we have prepared our judgment.—Mr. *Greene* presumed that the further discussion would be confined to the new materials in evidence.—Lord Justice *Knight Bruce*: Let the cause be further discussed upon the new matter, and by only one counsel on each side, and let each side furnish the other with a list of the letters he intends to rely upon by Easter eve.—Mr. *Greene*: Perhaps your Lordship will more precisely define the day?—Lord Justice *Knight Bruce*: The older Christian world know when that is.—Mr. *Greene*: The two learned gentlemen before me (Mr. *Anderson* and Mr. *Bagshawe*) differ upon that point.—Lord Justice *Knight Bruce*: The time is quite sufficiently indicated. The cause may stand in the paper for the fourth day of next term.

ILLNESS OF A JURYMEN.—At Bury St. Edmund's, on Thursday week, a case was taken at the close of the day, when it was adjourned. On Friday morning a surgeon deposed that one of the jurymen was suddenly taken ill and would not be able, in all probability, to attend again during the assizes. The trial was, however, adjourned again, in the hope that the absent juror might attend, and in the meantime it was proposed, that, the case having been proved with sufficient certainty against both the prisoners, a path out of the dilemma should be opened by the prisoners pleading guilty and the prosecutor forbearing to press for punishment. A difficulty, however, existed, inasmuch as the solicitor for the prosecution, in the absence of his client, would not take upon himself to sanction this arrangement; so matters stood until the business of the assizes—as

approaching an end, when the Chief Baron inquired whether the prisoners were desirous of withdrawing their plea? And, being informed that they were, his Lordship said that he should take upon himself to receive the plea of guilty, and to discharge them on their entering into recognisances to appear and receive judgment. Mr. *Dasent* hoped it was quite understood that his client did not give his assent to this sentence. For himself, appearing for the prosecution, it was enough, in his opinion, that the prisoners should plead guilty. With regard to the sentence, that must of course rest in the discretion of the court. The *Chief Baron*—No doubt. I adopt this course, under the peculiar circumstances of the case, as the best which can be taken, and that which is most likely to attain the object of the prosecution.

REPORT ON SCOTCH PRISONS.—The 22nd Report of the Prison Inspectors of Great Britain is exclusively devoted to Scotland. The separate reports show that the prisons of Scotland generally, no less than those of the border English counties annexed to the district, are in good order, and under excellent management; the only marked exception being the borough gaol of Newcastle-on-Tyne, which is in no respect improved. The general health of the district has been most satisfactory throughout the past year, and the inspector has every reason to be satisfied with the system of discipline in operation in the prisons of Scotland. The experience of some years shows that crank labour, under judicious rules, may be worked with perfect safety, and the inspector holds it to be the most productive labour to which a convicted prisoner can be subjected, as being that which will prevent him, on his release, from resuming his old employments. The use of the guard bed, too, is found to have a most deterring effect, without in the slightest degree injuring the prisoners' health; and many of the governors of Scotch prisons are anxious to have the use of the bed extended from one to two months after conviction, in the belief that nothing is so likely to induce a thief to consider the propriety of resuming an honest life as an extended use of such beds. It is thought that the deterring system, as carried out in this district, might be extended with advantage to the public, and ultimate benefit to the criminal. Little advantage is taken in Scotland of Mr. Dunlop's (Reformatory) Act, for, up to the 31st of December last, not ten children in all had been committed to reformatories, although there are nine of these useful institutions in the Scotch district. The inspector (Sir J. Kincaid) adheres to his opinion that the ticket-of-leave system "will never answer in this country." The details of the report on the borough gaol of Newcastle will probably induce the interference of the Secretary of State. That prison is to be considered rather "as a nursery for crime than for the correction of criminals." It is a very den of vice; but the inspector does not know who is responsible for suffering things to remain in such a state year after year. The reformatories have not been as yet long enough in operation to allow any opinion to be formed respecting them.—*Times*.

COUNTY COURT FUNCTIONARIES, &c.—There are sixty judges, nearly 600 courts, and twenty-three treasurers, in England and Wales. About £15,000,000 sterling have been sued for since their establishment in 1847, and no less than £7,500,000 have been paid to the officers of the courts, the whole of which has been checked and audited by the treasurers, while in no court have the suitors sustained the slightest loss, which circumstance may be attributed to the audit of the treasurers, as it is notorious, that, under the old Courts of Request, which were, with few exceptions, without the supervision of treasurers, very serious defalcations continually occurred.—*Civil Service Gazette*.

Recent Decisions in Chancery.

In *Boyse v. Rosborough* (5 W. R. 414), which was an appeal to the House of Lords from a decision of the Lord Chancellor of Ireland, the practice of the Court of Chancery as contrasted with Courts of Common Law, in cases where a will is impeached by the heir-at-law of the testator, was very fully stated and commented upon by Lord *Cramworth*, when delivering judgment. The heir-at-law, in *Boyse v. Rosborough*, impeached the will upon the ground of alleged undue influence and misrepresentation by the devisee; and she filed her bill, praying that the will might, therefore, be declared null and void, and that the devisee might be restrained from setting up certain outstanding terms of years or temporary bars as a defence to an action of ejectment by the plaintiff. At the hearing, *Brady, L. C.*, directed an issue *devisavit vel non*; and a verdict having been found in favour of the plaintiff, a motion was made for a

new trial, which was refused. In the argument before the House of Lords on behalf of the appellant, it was insisted that the order directing the issue was not in accordance with the practice of the court in such cases, and that the plaintiff's right was merely to have the legal impediments resulting from the outstanding terms removed. Lord *Cramworth* agreed with this view to the extent that such relief would be the most fit and proper relief; but he denied that the Court of Chancery had not power to direct an issue where such a course appeared to be more convenient; as, for instance, where the subject-matter of the devise was a mere equitable right, such as a contract to purchase, or an equity of redemption of a mortgage in fee where the mortgagee is in possession. In such cases, it obviously would be impossible to enable the heir to raise the question as to the validity of a will by merely restraining a devisee from setting up an outstanding term. In the present case, no such reasons existed to induce the court to depart from its usual course of merely granting the injunction, and allowing the validity of the will to be tried in an action of ejectment. The practical difference between such a course and that which the Lord Chancellor of Ireland adopted—viz. directing an issue *devisavit vel non*—was substantially thus stated by Lord *Cramworth*:—Where the question as to the validity of the will is raised in an action of ejectment, if the heir succeeds, the devisee may, after he is turned out of possession, bring an action of ejectment on his part, to which the former recovery would be no bar; and so may the defeated party, from time to time, until the proceedings assume a vexatious character. But where an issue is directed, and, the jury having found against the will, the Court of Chancery declares the devise void, the evicted party is thereby disabled for ever from re-opening the question upon the same state of facts. Therefore, where the verdict of the jury, on the trial of an issue *devisavit vel non*, is satisfactory to the Court of Chancery, all further litigation and inquiry is stopped. The conclusion which the Lord Chancellor drew from this distinction was, that a court of equity, upon a motion for a new trial, will not act upon precisely the same principles as would guide a court of common law on the trial of an ejectment where the same will was in dispute; the judgment of the former being irreversible by any subsequent proceeding, while that of the latter only affects the particular action in which it is brought.

In the *Falkland Islands Company v. Lafone* (5 W. R. 413), a curious point of practice appears to have been raised for the first time. One of the defendants put in a written answer, referring to a very voluminous "printed answer," which he prayed might be taken as part of his written answer; and, in the latter, he begged to repeat and depose to each and every of the allegations contained in the former, which was marked as an exhibit by the commissioner before whom the written answer was sworn. The written answer was put on the file, but the printed answer remained with the defendant. The Clerk of Records and Writs refused to file a replication, on the ground that the answer was irregular, and the plaintiffs moved that he might be directed to file the replication. *V. C. Wood* considered that the answer did not satisfy the rules of the court, and, therefore, dismissed the motion, though his Honour thought it possible, that, in particular cases, leave might be given to a defendant to do what had been here done.

The effect of the subsequent mental incapacity of a covenantor, who covenants that, when he comes into possession, he will execute a power of limiting a rent-charges by way of jointure, was discussed at length by *V. C. Stuart*, in *Affleck v. Affleck* (5 W. R. 425). The covenant was entered into on the marriage of the late Sir Gilbert Affleck with the plaintiff, now his widow; and it was to the effect, that, when he should come into the possession of certain estates, to which, if he lived, he would be entitled under his uncle's will, he would, by a proper deed, grant to the plaintiff during her life a rent-charge of £300 by way of jointure, pursuant to the power in the will. Before the covenantor came into possession, he became of unsound mind, and, being in such a condition of mental incapacity after he came into possession, he executed a deed which was prepared in pursuance of the power and the covenant. It was not argued that the covenant was not binding on the ground that Sir Gilbert entered into it before his right of possession accrued; but that it was essential that when he came into possession and purported to execute the power, he should have been of mental capacity to do so, as the right of executing the power only then accrued. The Vice-Chancellor, however, held that the covenant operated as a charge upon the land from the moment of its execution; and, being valid, was in itself such an execution of the power as the court would

make good. It seems clear enough upon the authorities that the court would relieve from subsequent dissent or refusal—when the covenantor came into possession—and would compel the execution of the power, or give relief tantamount to such execution. "But if," said his Honour, "a previous covenant by a person of sound mind operates as a charge upon the estate, as soon as the covenantor comes into possession, so as to prevail against his subsequent actual dissent or refusal, it must equally prevail against any subsequent mental incapacity. Having the power or capacity to execute is of the essence of the power, just as much as a will and intention to execute—as much and no more. The same principle, therefore, which gives effect to the covenant as an execution, although a defective execution of the power, against a subsequent want of will and intention, must give effect to it against a subsequent want of capacity. In both cases effect is given to the covenant as a valid instrument binding the estate, without reference to any subsequent want of consent or capacity on the part of the donee of the power." And in the present suit there was the further reason, that "the court is bound to give its assistance and enforce the charge, not merely because the covenant is duly executed, but because it has been executed in consideration of money received, and in favour of a wife who contracted a marriage on the faith of that covenant."

Kohler v. Reynolds (5 W. R. 422) was a suit by the next of kin of an intestate who died in 1800. The bill stated that the intestate died possessed of considerable property, and that administration had been taken out by three successive solicitors of the Treasury, commencing in 1818. There was an averment that a residue remained in the hands of the first Solicitor to the Treasury, but there was no averment that anything had been received by the other administrators. V. C. Wood allowed a demurrer to the bill, with liberty, however, to amend. In support of the demurrer, it was argued that the demand was now stale, and that the absence of any allegation as to the receipt of assets by the defendant Reynolds, the last Solicitor to the Treasury, and his predecessor, was fatal to the bill.

Cases at Common Law specially Interesting to Attorneys.

PRACTICE—SEVERAL PRISONERS—ORDER OF DEFENCE.

Reg. v. Thomas & Harris, 3 Jur., N. S., 272.

Two prisoners—Ann Thomas and George Harris—were indicted for stealing from the person. In a second count, Harris was charged as accessory after the fact. At the end of the case for the prosecution, it was suggested to the judge, on behalf of the prisoner Harris, that the female prisoner, being named first in the indictment, should make her defence before the male prisoner made his; and to this rule of practice—where there are more prisoners than one indicted for the same offence, with a second count charging one of them as accessory after the fact—Channell, B., assented. It appears also, from *Reg. v. Meadows* (2 Jur., N. S., 718), that where there are several prisoners defended by different counsel, they should be called on for their defences in the order in which they are charged, as disclosed by the indictment or the evidence, or both; and this order, generally speaking, will coincide with that of their names in the indictment.

BANKRUPTCY—FRAUDULENT DEALINGS—PUNISHMENT.

Re Simond Ex Parte Simond, 29 L. T. 19.

This case was an appeal from the decision of Mr. Commissioner Fane, and is a striking instance of the severity with which bankrupts, who fraudulently obtain large advances of money or goods on the eve of their stoppage, will be treated, both by the Bankruptcy Court and the Court of Appeal.

Two instances of fraud were proved against the bankrupt. In the first place, on the 12th of February, 1856, he bought in the public market at the Exchange bills on Paris, to the amount of £2,000. By the mercantile custom, such bills, though deliverable to the purchaser at once, are not paid for by him till the third day after the sale; but before this day, the bankrupt stopped payment, and a few days after was made a bankrupt on his own petition.

The other fraudulent transaction was in respect of some bills drawn on a Paris correspondent, and accepted by him on the security of certain goods which were to be, but were not, transmitted to him. These bills were negotiated by the bankrupt shortly before his bankruptcy.

The Commissioner remarked upon the previous case of *Mark*

Boyd, in which he had given a first-class certificate—a decision which had been reversed by the Lords Justices, who had suspended the certificate for five years, and refused protection for a short period; and after observing that Mr. Boyd's case was a far more excusable one than that now before the court, refused the bankrupt his certificate altogether, and also protection; and intimated that if any creditor should send him to prison, he should decline to release him till he had undergone a year's imprisonment. The Court of Appeal confirmed this sentence, expressing, however, a hope that the opposing creditors would consent to some mitigation.

NOTICE OF TRIAL—IRREGULARITY IN.

Fenn v. Green, 6 Ell. & Bl. 656.

An application was made to set aside the verdict obtained in this cause, with costs, "on the ground that no sufficient notice of trial was given;" and it appeared by the affidavits of the defendant, that he had pleaded to the action on the 31st March, 1856, and issue having been joined on the 18th April, 1856, he received on that day notice of trial for "the second sittings in next Easter term;" and he swore that he believed this notice to have been given for Easter Term, 1857, and consequently paid no regard to it; and the case was tried and given against him in his absence, although, as he believed, he had a good defence on the merits. In answer, the attorney for the plaintiff deposed that the plea delivered on the 31st March being demurrable, was amended by judge's order, by consent, on the 18th April, and that an issue had been prepared, ready to be delivered on the 2nd April, for the first sittings in the Easter Term then ensuing; but that this issue, requiring alteration on account of the defendant's demurrable plea, had been altered on the 18th, by substituting the 18th April for the 2nd, and the "second" for the "first" sittings, as would appear on inspection of the issue itself. The counsel for the defendant relied upon the decision of the majority of the Court of Exchequer in *Benthall v. West* (1 D. & L. 599), where it was held, that notice of trial, dated and delivered on the first day of Hilary Term, for trial at the second sittings in next Hilary Term, was insufficient, though it appeared that the defendant could not have been misled by it. It was so held, on the ground, chiefly, that if strict form in these cases were not adhered to, it was impossible to tell what number of inquiries might arise; but Lord Abinger dissented from the opinion of his brother Barons, because the defendant could not, in his opinion, by any possibility have been misled, as, if the plaintiff meant to give him twelve months' notice, the defendant, before that time would expire, would be in a condition to sign judgment. In the present case, the Court of Queen's Bench formally dissented from the decision of the Exchequer in *Benthall v. West*, and refused to interfere with the verdict; and Mr. Justice Coleridge added, that, as to the defendant's affidavit that he believed Easter Term, 1857, to be meant, he not only did not believe it, but thought it "one of the most impudent affidavits ever filed."

It may be observed, that the decision arrived at by the Queen's Bench appears not only to be justified by the greater latitude of modern practice, but to be consistent even with the rule laid down by Mr. Justice Blackstone, in the case of *Tyte v. Steventon* (2 W. Bl. 798), which has always been considered the foundation of the learning as to notices of trial, and in which he says, "There is no settled precise form of notice required. Sufficient if it apprises the defendant with certainty that the plaintiff means to proceed to trial." (See *Ginger v. Pycroft*, 5 D. & L. 554; and see, also, *Cory v. Hosson*, 1 L. M. & P. 25).

EXCHEQUER CHAMBER—RULE AS TO COSTS OF APPEAL TO.

Young, appel., v. Moeller, respond., 6 Ell. & Bl. 681.

In this case, a verdict, which had been found for the appellants (defendants below) was set aside by the Queen's Bench, and a verdict entered for the respondent (plaintiff below). The defendants below having appealed under the Common Law Procedure Act, 1854, and the Court of Exchequer Chamber having allowed the appeal, an order for the costs of the proceedings in both courts was now sought from the Court of Appeal. The following general rule as to the costs of an appeal under the above provision was now enunciated by the court:—"Where the judgment below is affirmed, the respondent gets them; but the appellant does not get them upon a reversal of the judgment below." Hence in the above case no costs of appeal were allowed; the costs of the proceedings below were allowed to the appellants.

It may be observed, that, in laying down this rule, the court has followed the practice in error on a judgment, which has been long settled; for there are no costs in respect of the proceedings

in error given by the Exchequer Chamber in case of a judgment of reversal (see *Wyeil v. Stapleton*, 1 Str. 614, and since the Common Law Procedure Act, 1852, *Fisher v. Bridges*, 24 L. J., Q. B., N. S., 165), though on the affirmance of a judgment the judgment creditor is entitled to his costs under 3 Hen. 7, c. 10, and 8 & 9 Wm. 3, c. 11.

CERTIFICATE FOR COSTS—SHERIFF'S FEES FOR SPECIAL JURY.
Bennett v. Thompson, 6 Ell. & Bl. 688.

Two points of practice are to be noticed as having been decided by this case. In the first place, the certificate (under 13 & 14 Vict. c. 61, s. 12) of the judge who tries an action brought in a superior court, that it appeared to him at the trial that there was a sufficient reason for bringing the action in that court, and not in the county court, may be given and indorsed on the record at any time after the assizes and before taxation of costs. In the next place, the sheriff is not entitled to any fees from the party giving notice under the Common Law Procedure Act, 1852, that a cause is to be tried by a special jury, except the fee of one shilling for a copy of the panel; for his only claim to other fees would be such as he could establish under 7 Wm. 4 & 1 Vict. c. 55, and the table of fees sanctioned by the judges accordingly; and none there given are applicable to the present system, where a panel of jurors is summoned for all the causes to be tried.

LAW OF COMPOSITION—"DEBTS NOW OWING," MEANING OF, IN A DEED.

Fuzakerley v. McKnight (26 L. J., Q. B., 30).

The case of *Boyd v. Hind*, noticed in our number of the 21st ult., induces us to refer to another recent decision touching the law of composition between debtors and their creditors, without the intervention of the court. The plaintiff and the defendants had been in the habit of trading with each other; and in October, 1854, the plaintiff drew on the defendants a certain bill of exchange (the subject of the present action) for the amount of the balance then due from the defendants to the plaintiff.

After the defendants had accepted this bill, the balance above-mentioned became considerably reduced by goods they supplied to the plaintiff; and, in the particulars of demand, credit was given to them for this reduction accordingly. While the state of accounts remained thus, and before the bill of exchange became due, the defendants, being in difficulties, called a meeting of their creditors; in consequence of which, a composition deed was entered into and executed by the plaintiff amongst other creditors, to the effect that, in consideration of one H. A., to whom all the defendants' estate was assigned, covenanting to pay the creditors (parties thereto) 10s. in the pound, the creditors covenanted not to proceed against the defendants, either at law or in equity, for "any debt now owing" to them, and, if they did, the deed in question might be pleaded as a general release. When the plaintiff executed this deed there was a blank opposite his name in the schedule of creditors for the amount of the debt due to him; and this blank, without his authority, was afterwards filled up by the agent of the creditors, inserting the amount for which the above-mentioned bill of exchange had been drawn. It was the opinion of the judge at the trial that the effect of this alteration was to avoid the deed, *quoad* the excess of the sum inserted in the schedule over the balance actually due at the time the arrangement was entered into; and in this view the court above coincided. It was quite evident, they remarked, that, by executing the deed while the debt remained in blank, the plaintiff meant to say, "I release the debt due from you to me, whatever it may be—i. e. the balance due on the bill of exchange after allowing the set-off, not the debt for which such bill was drawn, notwithstanding the expression used in the deed of 'all debts now owing.'" "It would be strange, indeed," said Mr. Justice Crompton, "if in a large mercantile account one party were obliged to take a composition on the whole of a debt due to him, and to pay a cross debt due from him in full."

An important principle, then, may be drawn from the decision in this case, or rather from the reasons by which the court professed to be guided, and one to some extent applicable to all deeds of release—viz. that the expression "now owing," on which such a deed often professes to operate, is not in all cases the debt as originally incurred by the releasee, but may import the balance of such debt after having been reduced by any sum or sums which could be set off in an action for the original debt. The meaning of the expression depends, of course, on the circumstances of the case in each particular

instance; but it is strongly in favour of such a construction as that above mentioned, that otherwise by the terms of the deed the debtor would be enabled to recover the whole of what was owed to him, while the creditor would receive only a moiety of his claim.

Professional Intelligence.

INCORPORATED LAW SOCIETY.

Summary of Proceedings of the Council.

At their meetings in March, the Council, with the assistance of their Common Law Committee, proceeded to consider some of the details for carrying into effect the proposed alterations in the terms, circuits, and sittings, and suggested as follows:—

The first circuit to commence about Jan. 6th, and continue till the middle of February. Hilary Term to commence the 14th or 15th Feb., and continue till the 18th or 14th March. The sittings in London and Middlesex then to take place, and continue till the 13th or 14th April.

The second circuit, from the 14th of April to 24th or 25th of May. Easter term to be abolished; and Trinity to commence the 25th or 26th May, and continue to the 22nd or 24th June. The sittings in London and Middlesex to be held from 24th June to about 22nd July.

The third, or summer circuit, from 24th July to the end of August. Michaelmas Term to begin on the 1st Nov., and end on the 27th. The sittings in London and Westminster to commence immediately after Michaelmas term, and continue till the day before Christmas.

A question as to the appointment of perpetual commissioners to take the acknowledgments of married women, was considered.

The application of a solicitor to resume his practice, who had been out of the profession for eleven years, was considered, and an examination was suggested to the judge previous to the grant of an order. Other applications were made, on short notices, for renewing certificates, which appeared to be unobjectionable, the parties being about to enter into partnerships.

In one of the malpractice cases before the Master further evidence has been procured in support of the rule.

Questions were also considered regarding the sufficiency of service of clerkship whilst engaged in elections for members of Parliament.

A complaint against an attorney who had made considerable overcharges for the fees of counsel was considered; but it appeared that he had left his office, and his address was not known.

A further communication having been received from the Poor-law Board relating to the charges for parochial business by a person not a certificated attorney, inquiries were made into the circumstances, and an answer returned to the Commissioners.

A question of conveyancing usage was submitted to the Council as to the right of a solicitor to charge a procuracy fee where part of the purchase-money was secured on mortgage of the estate.

The subject of the Annual Certificate Tax was considered with reference to the new Parliament; but it was not deemed expedient to take any step at present.

The following gentlemen have been approved as members of the Society during the month:—

John Eaton M'Leod Wylie, Grove, Clapham.
John Alexander Rudcliffe, Delahay-street, Westminster.
Philip Frederick James, Staple-Inn.
Arthur Thomas Stephens, Bedford-row.
Philip Hubbersty, Wirksworth.
William Clarke, Bloomsbury-square.
Charles Frederick Murray, London-street, City.

Books were ordered to be purchased on the recommendation of the Library Committee.

Mr. Malcolm Kerr presented his edition of the "Commentaries of Sir Wm. Blackstone;" and the Ecclesiastical Commissioners, volume X. of Orders in Council.

EASTER TERM EXAMINATION.

The Examiners appointed for the examination of persons applying to be admitted attorneys have fixed Tuesday, the 28th April, at the Hall of the Incorporated Law Society, in Chancery-lane. The examination will commence at ten o'clock precisely.

The articles of clerkship, and assignment (if any), with answers to the questions as to due service, according to the regulations approved by the judges, must be left with the secretary on or before Tuesday, the 21st April.

Where the articles have not expired, but will expire during

the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time. If part of the term has been served with a *barrister, special pleader, or London agent*, answers to the questions must be obtained from them, as to the time served with each respectively.

A paper will be delivered to each candidate, containing questions to be answered in writing, classed under the several heads of—1. Preliminary. 2. Common and Statute Law, and Practice of the Courts. 3. Conveyancing. 4. Equity, and Practice of the Courts. 5. Bankruptcy, and Practice of the Courts. 6. Criminal Law, and Proceedings before Justices of the Peace.

Each candidate is required to answer all the Preliminary Questions (No. 1); and also to answer in *three* of the other heads of inquiry—viz. *Common Law, Conveyancing, and Equity*.

The Examiners will continue the practice of proposing questions in *Bankruptcy* and in *Criminal Law and Proceedings before Justices of the Peace*, in order that Candidates who have given their attention to these subjects, may have the advantage of answering such questions, and having the correctness of their answers in those departments taken into consideration in summing up the merit of their general examination.

Under the Rules of Hilary Term, 1853, it is provided that every person who shall have given notices of examination and admission, and "who shall not have attended to be examined, or not have passed the examination, or not have been admitted, may within ONE WEEK after the end of the term for which such notices were given, *renew* the notices for examination or admission for the then next ensuing term, and so from time to time as he shall think proper;" but shall not be admitted until the last day of the term, unless otherwise ordered. In case the testimonials were deposited in a former term, they should be re-entered, and the answers completed to the present time.

Reviews.

Pollock's Practice of the County Courts. Third Edition. By C. E. POLLOCK, and H. NICOL, Esquires, Barristers-at-law. H. SWEET. 1857.

Our views as to County Court Practices generally, and our opinion of the respective performances in this behalf of Mr. Archbold and Mr. Lloyd, have been so lately presented to our readers, that it is not needful to introduce the above work, published since we last wrote on the subject, with any prefatory remarks—except, indeed, with a passing observation altogether preliminary to an examination of the contents. Every author, we suspect, has some pet merit on which he secretly prides himself—some device by which he hopes to secure immortality; and we greatly mistake if the crowning excellence of the present volume in the eyes of its authors, is not its outward appearance. "This is a book which will take," we hear them say in their secret conferences. "It is well proportioned, and attractive in its form; and—crafty workmen that we are—we have given it a feature which none but ourselves and the spirited proprietors of the 'Post-Office Directory' have hitherto attempted. We have painted the edges of the leaves in divers rich colours, and thereby the divisions of our book are made evident to the meanest capacity!" For our part, however, we do not feel sure that Owen Jones can be safely imitated in law; and we confess an old-fashioned attachment to the sober colours to which our dulness has been habituated. Perhaps Messrs. Pollock and Nicol (if we have, indeed, detected a harmless vanity) would have been wise to recollect that in publishing books, as in other matters, self-discipline is pretty sure to be rewarded—so that it has been laid down as a fundamental canon for those writers who would attain true excellence, ruthlessly to blunt the point of the epigram, and to cancel the well-rounded paragraph with the pen of resolution. But to turn to more serious matters.

In many respects, the Amendment Act of 1856 wrought important changes in County Court law, and it is important to understand distinctly what they were, before a correct opinion can be formed as to the merits of the present edition of a work which—so far as it expounds the law as it previously stood—has long been before the profession. In this Act are embodied such of the recommendations of the County Court Commissioners in their Report dated in March, 1855, as the wisdom of our law-makers thought fit to become the law of the land. And this Report may therefore, we think, be used with advantage by those who would construe the statute to which it gave birth. In

this opinion we are happy to have the concurrence of our authors, for, as the Report commences with a luminous statement or sketch of the jurisdiction of the County Court as it existed at the date of the Report, this is printed *ipsissimis verbis* at the outset of the present volume (the additions rendered necessary by the legislation of the last year being added thereto), and forms seven out of the ten pages of the Introduction. Of this, however, we do not complain. The matter of a Blue Book is usually considered common property, and it would not have been easy to re-cast the information there given in as clear a form; but, at the same time, we do think some reference should have been made to the source from which such information was taken.

Passing, however, from these matters, let us test the accuracy and completeness of this edition by the light afforded by this Report, though our space forbids the attempt, except in reference to one or two passages to which our attention has been casually directed. Thus, one of the suggestions of the Commissioners is in reference to the power which litigants in the county court enjoyed under 13 & 14 Vict. c. 61, s. 17, to agree that certain of the actions excepted from the ordinary jurisdiction of the court should be tried therein nevertheless; and they advised that this power should be extended so as to allow *all* questions, whether of law or fact, in which the superior courts of common law have jurisdiction, to be tried, *by consent*, in the county court, with the exception, however, as before, of claims for damages in respect of alleged criminal conversation. But they added, that the provisions of the statute just named, as to the *mode* in which the consent should be given, should in their judgment continue; and if our readers will turn to the section in question, they will find that knowledge of the nature of the claim and amount in dispute must by it appear on the face of the agreement. Now, the Legislature has dealt with this suggestion thus—it has repealed the aforesaid 17th section of the previous Act altogether, and has replaced that provision by the 23rd section of the new statute, which enacts, in broad terms, that "the county court shall not have jurisdiction to try any action for criminal conversation; but with respect to all other actions which may be brought in any superior court of common law, if both parties shall agree by a memorandum signed by them or their respective attorneys, that any county court named in such memorandum shall have power to try such action, such county court shall have jurisdiction to try the same." Now, the first thing to remark here (but which, by the way, Messrs. Pollock and Nicol have not remarked, see p. 36), is, that the ingredient of *knowledge* appearing on the face of the memorandum is no longer essential—a mischievous omission, as we think, to give full effect to the suggestion of the commissioners, and caused by a superstitious dread of *forms*, which are sometimes most useful in their operation. It was a mistake to destroy the security which the former practice afforded that the matter in controversy was really understood; and the defect is one which ought to have been remarked upon, in a note at all events. But though we are told that "an extended jurisdiction by agreement, though more limited than the present, was given by 13 & 14 Vict. c. 61, s. 17," we are not informed that the section is now repealed, nor is the change in the practice above mentioned alluded to at all. The 23rd section of 19 & 20 Vict. c. 108, however, made a much more important alteration in the law than this, and one which deserved the closest attention from a careful commentator. It seems clear that its effect is to allow all the actions hitherto excepted from the jurisdiction of the county court (save only for criminal conversation, which remains as before), such as ejectment, libel, seduction, and the like, to be now triable therein *by consent*. We will leave our readers to judge whether, if this be so, it is sufficiently stated in the following paragraph as to jurisdiction by agreement, the jurisdiction in *ordinary* cases being first stated thus:—

"The Court has jurisdiction in all personal actions, where the debt or damage claimed is not more than £50, whether on balance of account or otherwise; but not (except by agreement of the parties, as to which see *post*), in any action of ejectment, or in an action in which the title to any corporeal or incorporeal hereditaments, or to any toll, fair, market, or franchise is in question; nor in any case in which the validity of any devise, bequest, or limitation under any will or settlement may be disputed; nor in any action for malicious prosecution, libel, or slander, criminal conversation, seduction, or breach of promise of marriage."

"EXTENSION OF JURISDICTION BY AGREEMENT."

"By the 9 & 10 Vict. c. 95, the jurisdiction was limited, as above stated with regard to actions in which any question of title came in issue; but by the 19 & 20 Vict. c. 108, s. 23, a far more extended jurisdiction is given, both as to the amount and nature of the claim which may be adjudicated upon, if the litigant parties agree thereto; and now, if both plaintiff and defendant agree, by a memorandum signed by them or their attorneys, that the court shall have power to try any action, if it be one

which may be brought in a superior court of common law, and not an action for criminal conversation, the court will have jurisdiction. This provision is confined to claims at common law; therefore, consent will not give jurisdiction in cases of partnership or intestacy."—p. 36.

We submit that, instead of the above, the passage should run as follows:—

EXTENSION OF JURISDICTION BY AGREEMENT.

By the previous statutes, the jurisdiction of the county court extended only to cases where the debt or damage did not exceed £50, and was excluded altogether in cases of ejectment, or where the title to hereditaments, &c., came in question, and in cases of malicious prosecution, libel, slander, criminal conversation, seduction, and breach of promise of marriage; but now, by 19 & 20 Vict. c. 108, s. 23, these limitations and exclusions are taken away, in any case in which the litigant parties may agree to waive them; and if both plaintiff and defendant agree, &c.

Again, the very recent case of *Heard v. Edey* (see 5 W. R., Ex., 358), induced us to examine the way in which the 30th section of the new Act, on which that case was decided, has been treated in the work before us. After a statement as to the general rule depriving a plaintiff of costs who sues in a superior court and recovers less than £20 in an action in covenant, debt, detinue, or assumpsit, we find the following paragraph:—

"UNLESS JUDGMENT GOES BY DEFAULT.

"It was held, under 9 & 10 Vict. c. 95, that where a defendant suffered judgment by default, and the damages were assessed under a writ of inquiry, the provisions of the statute which deprives the plaintiff of costs did not apply. By the later Act, 13 & 14 Vict. c. 61, this exception was established by express words; and this has been held to apply to interlocutory as well as to final judgment of default. By the 19 & 20 Vict. c. 108, s. 30, however, if a plaintiff in a superior court recovers, in an action of contract, by judgment by default a sum not exceeding £20, he is deprived of costs unless he obtain a certificate."—p. 44.

Now, we are at a loss to understand why Messrs. Pollock and Nicol should have preferred the words we have printed in italics to those which Parliament used—viz. "unless, upon an application to such court or to a judge, such court or judge shall otherwise direct." And the substitution is the more unfortunate, because it was on the construction of those words that the above case turned. It is true this could not have been foreseen, but the phrase used by our authors is positively faulty, and gives rise to a misconception. The 19 & 20 Vict. c. 108, s. 30, says nothing whatever about any "certificate." Its concluding words, taken by themselves, would seem to point to an arbitrary discretion, vested in the court or judge, to give or withhold costs on the defendant suffering judgment by default in such an action; and it is only by consulting the Report that we are guided to their true construction. But we there find a suggestion that a judgment suffered by default in an action on contract below £20, should not, for the future (as it did when the Commissioners wrote), generally exempt the plaintiff from the penalty of losing his costs, but that it should still so exempt him in cases in which the superior court had, by sect. 128 of 9 & 10 Vict. c. 95, a concurrent jurisdiction; for example, where the parties resided more than twenty miles apart. Now, here again, the latter part of the suggestion has not been expressed in the words of the new statute; but in this instance we think that the omission is supplied by the course of previous legislation on the subject still unrepealed.

Another objection to the turn given to the 30th section as it appears above, is, that the important distinction between an action "brought to recover" (which is the expression in the Act), and an action "in which the plaintiff recovers," is altogether overlooked. It is where the sum claimed does not exceed £20, and then only, that the new enactment takes effect. It should also have been stated expressly, and not merely by implication, that the practice as to judgment by default in actions of tort remains as heretofore.

Before we conclude, we would observe that there is one abuse of the powers committed to county court judges which has not unfrequently come before the public; and in its attempts to remedy which, the new Act appears singularly defective. We allude to the right claimed by some of the judges to incarcerate a defendant who has obtained his final discharge as an insolvent, for a debt duly inserted in his schedule. We are ashamed to add, that there is much reason to believe that this oppression has been caused by petty jealousy, and by a struggle for power which cannot be spoken of too severely. Neither can we concur in the belief expressed by the Court of Common Pleas in *Abley v. Dale*, that the Legislature intended to intrust to the "gentlemen discharging the important duties of local judges" any discretion to commit such manifest injustice. On this topic, the Report is (for Commissioners, after all, are human) impenetrable in its obscurity; but without its assistance, some glimmerings of the facts seem to have reached the parliamentary mind. There has been a

blunder of course; the peccant section has not been hit; but still, one which had some slight connection with the point in dispute was hunted up and repealed; and hence we may hope, that, when the reformation of our law statutes is again able to interest the public, some measures will be taken to give a proper meaning to the expression "unsatisfied judgment," in the ninety-eighth section of the 9 & 10 Vict. c. 95. This the present Act leaves untouched, though it has fallen foul of the comparatively harmless 102nd section of the same statute, which only prevented a debtor committed by a County Court judge for contumacy, from procuring his discharge by going through the Insolvent or Bankrupt Courts.

The Country Solicitor's Practice in the High Court of Chancery; with an Appendix of Forms. By JOHN GRAY, Esq., Barrister-at-Law. Fifth Edition, by DAVID GRAY BEGG, Esq., of Lincoln's-inn. Lumley. 1857.

The utility of Mr. Gray's "Country Solicitor's Practice" is best proved by the general favour with which it has been received by the profession; and we are glad to find that a new edition, embodying the numerous and extensive alterations which have been made in Chancery proceedings of late years, has been lately published under the direction of the author himself. The work, as it is now presented, is an admirable manual of the present Chancery practice, and will be found of especial value to those for whom it is particularly written. Though the country solicitor has comparatively little to do with the management of suits when they are once instituted, as the duty then devolves almost entirely upon his London agent, yet it is of the highest importance that he should have at least a general acquaintance with the nature of the principles and proceedings of courts of equity. The consequences of ignorance on the subject are sometimes very embarrassing to his agent in town, and very injurious to his client. If it do not lead both himself and his suit into awkward dilemmas and bewildering perplexities, it will at all events involve him in a great deal of troublesome correspondence with his agent, that would otherwise have been unnecessary. Its most disastrous result is generally exhibited in those stages of a suit where time is material, and the country solicitor lets the period pass by in which he ought to have done something which he considered it important to do, but which he failed to do in proper time from want of information. Nor should it be overlooked, that, even before a suit is commenced, it is often of great importance that the country solicitor should be able to advise his client as to the special nature of his remedy for any injury that he has suffered. It is frequently remarked of practitioners whose business makes them more familiar with common law than with equity courts, that whenever they are at a loss to discover a remedy at common law, they always assume they must be safe in going into Chancery, forgetting Mr. Baron Bramwell's remarks in *Stimson v. Hall* (5 W. R. 367)—"that it is an error to suppose that a court of equity acts according to no rules save some vague justice applicable to the particular case;" and that, in fact, it is "guided by defined rules and recorded precedents," almost as completely as any of the courts of common law.

While it is by no means necessary that every country practitioner should acquaint himself with all that the antiquarian research of the late Mr. Spence has brought to light, or even with the less elaborate commentaries of Mr. Justice Story—both of which require a large amount of collateral reading to make them useful, and sometimes to make them quite intelligible—no man who undertakes legal business ought to be destitute of some general notions of the nature of equity jurisdiction—how far it is exclusive of, where it is concurrent with, and where it is supplemental to, the jurisdiction of courts of common law. It is, however, as a general rule, sufficient for the solicitor's purpose that he knows as a matter of fact in what cases the proper remedy is by bill or information, and in what cases it is proper to have recourse to an action at law, a *quo warranto*, or a *mandamus*, without bestowing any particular pains in informing himself as to the origin of the exclusive, conflicting, or concurrent jurisdictions, or even as to the grounds which are sometimes asserted to exist in reason and the nature of things for these distinctions. Such at least seems to be the view which Mr. Gray has taken of the matter; and we think that this view has materially tended to make his book so very useful as it has proved to be to persons engaged in practice.

The chapters relating to proceedings in the judges' chambers will recommend it to the London solicitor, who will find there everything he wants to know about the practice before the

judge at chambers, and before his chief clerk; so far, at least, as the practice is settled or intelligible. To both the London and the country solicitor equally, the Appendix at the end of the book will be valuable. We are not aware of any work which contains a more useful collection of forms adapted to the present state of practice. There is hardly a matter that could arise in the progress of a suit, where a precedent might be of utility, for which we may not discover one in this Appendix. The Forms include affidavits under the Trustee Relief Act—as to the production of documents—verifying accounts—proving mortgage, judgment, and bond debts—in support of pedigree, &c.

We have no hesitation in saying that Mr. Gray's *Practice*, as it now stands, will be of the greatest usefulness to country practitioners, and others who are not very familiar with the proceedings of courts of equity; and while it cannot pretend to rival such books as those of Mr. Daniell and Mr. Ayckbourn on the same subject, with solicitors who devote themselves to Chancery, and therefore do not require to be instructed in its rudimentary knowledge, nevertheless, even to such persons, some portions of Mr. Gray's book will be found extremely useful; and not the less so because it is not over-burdened by a multitudinous citation of cases—a fault to which legal writers of modern times are too prone.

It ought to be mentioned, for the information of those who possess a copy of any of the earlier editions of this work, that the present edition has been almost re-written, in order to incorporate, in the most convenient manner for reference, all the sweeping alterations which have been effected by the Chancery Amendment and other recent Acts, and consequent General Orders. All that part of the book which in former editions related to the practice as to criminal information, *man damus, quo warranto*, and *certiorari*, has been omitted in the fifth edition, it having been transferred to another work by the same author, where it is now more properly placed.

Juridical Society.

A meeting of this society was held on Monday, the 23rd ult., at its rooms in St. Martin's-place, Trafalgar-square—Mr. Harris Prendergast in the chair. Mr. N. Lindley read a paper on "The Principles which govern the Criminal and Civil Responsibilities of Corporations."

The learned reader observed, that he had been led to the inquiry which was the subject of the paper by being forcibly struck with the apparent injustice to which the doctrine of law relating to the common seal so often gave rise—a doctrine which, though sanctioned by time and the high authority of great men, was, like many others of which the same might be said, still open to discussion in point of principle. A corporation was usually said to be an ideal person, composed of a number of individuals, the collective whole being, juridically speaking, distinct from its component parts. It was, however, plain that the word "person" was here used in a technical, and not in its ordinary, signification. Physically and morally speaking, there was no resemblance between a corporation and a person; in point of fact, a corporation was not capable of acting or forbearing to act, of assenting or dissenting, of willing either good or evil, of doing either right or wrong. In what respects, then, did a corporation resemble a person? In the early stages of civilisation, rights and duties were attributed only to natural individuals, or to persons, in the ordinary sense of the word; but as civilisation advanced, and the transactions of men became more and more complex, it was found advantageous, for the purpose of attaining ends liable to be thwarted by the death of individuals, to invent a being in which rights and duties might permanently reside. When a corporation, therefore, was said to be a person, what was meant was this—It was a body created for certain purposes, endowed by law with certain privileges, and with the faculty of acquiring rights and incurring obligations. Its capacity, unlike that of natural persons (which is unlimited), where not expressly limited, is restricted at its creation by the purposes for the attainment of which it is invented; for it is only with reference to such purposes that personality can be predicated of it. The person thus created, the object thus personified, is subject to law, and is protected by law, and is therefore capable of suing and being sued, in order that its rights and duties may be effectually enforced. Again, the power of exercising privileges (whether they be favourable or onerous), and of acquiring rights and incurring obligations, presupposes a power of willing and of acting; and a capacity to will and to act is, therefore, a necessary attribute of every corporate body. But the power of willing and of acting—of

transacting business between man and man—must of necessity be exercised by living people; and a body corporate can only be said to act, or not to act, to assent or dissent, when the conduct of some actual human being is by law imputed to it, and treated as if it were the conduct of the fictitious person. The will and the acts of a body corporate are nothing more or less than the real, unfictitious will and acts of some one or more individuals, imputed, however, on some intelligible principle, not to them as natural persons, but to the body corporate, which is endowed with personality for the very purpose of being treated as if it had a will of its own, and were capable of acting, or not acting, more or less after the fashion of mankind.

The question, whether any act or omission conferred a right or imposed a liability on a corporation, became resolved into two others—viz., 1st. Who did or omitted to do the act? 2nd. Supposing the corporation to be an individual, was there any recognised legal principle or sound analogy by virtue of which the supposed individual would be responsible for the act so done or omitted by another? The person or persons whose acts or omissions could be imputed to the body corporate must be, in the first instance, those to whom the management of the affairs of the corporation was, by its constitution, entrusted; afterwards, there might be other persons appointed by the first, in the exercise of the express or implied powers, with which they, as directors, were endowed. A stranger could not represent the body corporate, neither could any one or more individual corporations, inasmuch as a corporation was a totally distinct person from the individuals composing it. By no legal principle could the conduct of any person be imputed to a corporation, unless authorised to act on its behalf, either immediately, by the act of incorporation, or mediately, by appointment under some express or implied powers thereby conferred. Those persons were the only ones whose acts or omissions could be treated as the acts or omissions of the corporation.

With respect, then, to crimes—Could a corporation be guilty of a crime? Some jurists said, "Yes;" but it appeared to the reader that "No" was the proper answer to the question. No one was responsible for a crime who was not personally party or privy to it, and it was only by a fiction that a corporation could be deemed guilty of a crime. The punishment, also, of a fictitious person must be imaginary, and, as such, wholly useless. Those who contended that corporations could commit crimes were driven to make exceptions: for no jurist maintained that adultery or bigamy could, on any principle or by any analogy, be imputed to bodies corporate. At the same time, it must be acknowledged that corporations might be guilty of offences, the remedy for which was a public prosecution—e. g., the non-repair of a highway.

Then, as to civil responsibility:—Capacity to acquire rights and incur obligations does not always depend on a *de facto* exercise of will, for that capacity was attributed to infants and lunatics, whose exercise of will was juridically ignored. Again, the law of agency punished principals, by which law the acts of one person might be treated as the acts of another. A corporation might be compared to a principal, who gives to his agent all powers and authorities necessary for the accomplishment of the ends for which the corporation was called into existence.

Applying, then, to corporations the familiar doctrines of agency, all torts, of whatever kind, for which a principal having given such authority as is conferred by the act of incorporation would be liable, might, if done by the express or implied authority of the governing body of the corporation, be deemed corporate acts, and might be held to impose liabilities on the corporate body. It had been held, in the case of *Stevens v. The Midland Counties Railway* (10 Exch. 356), that an action for malicious prosecution would not lie against a corporation. This decision appeared to be right, upon the ground, that, even if a corporation could be actuated by bad motives, it would not be civilly liable for the malicious acts of one endowed by it with such powers and authorities as alone could be supposed to be conferred by a corporation. As to contracts: no contract could be entered into by a corporation which was *ultra vires*, or entered into in the exercise of powers and authorities not conferred expressly or implied by the law creating the body corporate. All contracts were in reason imputable to a corporation, provided the will of one of the parties could be shown to be the will of those individuals to whom the management of the corporate affairs was intrusted. This led to the consideration of the evidence by which a corporate contract must be shown to exist. The seal had its origin in times when writing was comparatively a rare accomplishment; but no satisfactory reason could be adduced for the English doctrine that nothing but a seal could be evidence of the corporate will. Sup-

posing that the majority of a duly-convened meeting of members are the persons intrusted with the management of the corporate affairs, it followed that the will of the corporation was the will of such majority; and, if so, whatever was evidence of the will of the majority, must be evidence also of the will which the corporation was supposed to exercise. Suppose again, that some officer of a corporation, not having power to bind it, entered into a contract on its behalf, and reported the fact to a duly-convened meeting of its members, that the matter was discussed and approved unanimously, and, then, that a minute to that effect was formally made, could it be said in reason that that ratification ought not to be imputed to the body corporate? Why was it less the act of the body corporate than a document sealed by their authority? Where was the magic of the seal? It was not denied that a seal was a convenient mark whereby to signify to the world the fact that the document had been finally approved by the proper authorities; but what was contended was, that to deny validity to contracts, similarly approved, solely because the seal was absent, was to sacrifice substance to form, and was as unjustifiable in principle as the absurd old English rule which compelled a man to pay his bond twice over, because the first time he neglected to take a release under seal.

The strictness of the rule denying validity to unsealed contracts of corporations was being gradually relaxed; the whole law relating to the subject was obviously in a state of transition; and an attempt was being made, not unsuccessfully, to introduce, by way of exception, the doctrine that contracts which could be looked upon as incidental to the purposes for which a corporation was created, should be valid, though not under seal. This rule ought obviously to be of general application. In America, the strict law requiring in every case the existence of a common seal was wholly exploded; and it was hoped that such would soon be the case in this country also.

Lastly came the case of quasi-contracts, or all acts or forbearances which not being unlawful gave rise to rights and obligations without the intervention of any genuine promise, express or tacit. The effects of such acts or forbearances are similar to those which would have been produced by a genuine contract. Such were the obligations which, in the language of the civilians, arose "*ex re*," "by the force of circumstances," "*utilitatis, æquitatis causâ*;" and which were indicated by the maxims, "*Qui sentit commodum sentire debet et onus*," and "*Nemo debet locupletari ex alterius incommodo*." The English phrase, "implied contracts," was one of too great ambiguity to represent this class of contracts. The principles which bound persons *quasi ex contractu*, were at least as applicable to corporations who obtained materials and services from others, as to infants who were supplied with such necessities as gold latch-keys and onyx studs. In the case of *Diggle v. The London and Blackwall Railway Company* (5 Exch. 442), the plaintiff had, with the full knowledge and at the request of the officers of a corporation, executed considerable works for it, and, on claiming payment, was turned round because he could not produce a contract under seal. Surely this was wrong. To hold that the corporation, taking the benefit of the plaintiff's work, was not bound to pay for it, was cruel in the extreme. The object of the paper was to show that some of the harsh decisions to be found in the books arose from a departure from and not from a conformity to the principles which ought reasonably to be applied to the solution of the question, whether any particular act could by law be held to cast responsibility on a corporation? Corporations were civilly responsible *quasi ex contractu* upon precisely the same principle as ordinary individuals, and subject to such qualifications as might be rendered necessary by the circumstance that corporations exist for certain definite purposes.

In the course of the paper Mr. Lindley referred to several authorities in the civil law, and to the works of Pothier and other foreign jurists.

Alteration of the Law relating to Goods and Mercantile Documents.

LETTER FROM MR. WESTON TO BARON ROTHSCHILD.

SIR,—I understand that Mr. James Freshfield and Mr. Lavie have given directly opposite opinions on the alteration of the law relating to goods and mercantile documents, proposed at the meeting over which you lately presided.

It would be difficult to say which of those gentlemen is entitled to have the greater weight attributed to his opinion, *per se*. It would be difficult also to point out any member of

our branch of the profession, or indeed of either branch of the profession, to whose opinion greater weight should be attributed than to that of either the one or the other of those gentlemen upon the particular question in dispute.

As my attention has necessarily been much directed to questions connected with warrants and similar documents, and my experience extends over many years, I feel that I may, without presumption, offer an opinion on the subject, with the hope that it may be of some use in guiding those who may be in doubt under the conflicting opinions before them.

I understand Mr. Freshfield to be of opinion, that the law should remain as it is. This will leave an innocent party making advances, or purchasing goods, subject to the risk of losing his money, if the title of the party with whom he deals is affected by some concealed fraud. Mr. Freshfield may think that this will only occur now and then, and that, unless the loss is of frequent occurrence, there is not sufficient ground for an alteration of the law; but a party standing in the position of Mr. Merry may say, "These things may not often occur, but I may be let in for a loss of £80,000 or £100,000, and I shall be ruined—I shall never feel safe."

As a remedy, Mr. Lavie proposes that an innocent party shall be entitled to hold the goods, if they were bought or advanced upon in the ordinary course of trade, and that the true owner shall be bound by the transaction, provided the person making the contract shall have the possession of the merchandise at the time of the contract, and shall deliver over the same—although the goods or documents of title may have been stolen only five minutes before. Mr. Lavie will perhaps say that thefts only occur now and then, and may be considered as exceptional cases, and that the requiring the transaction to be in the ordinary course of trade is a sufficient protection. This, however, as Mr. Gassiot, I believe, remarked at your meeting, is something like legalising robbery. To require that the transaction should be shown to be in the ordinary course of trade is not a sufficient protection. It is not very difficult for such a person as the Mr. Anderson who figured in Mr. Merry's case, when he has made all his arrangements for "bolting," to get into the counting-house of a leading firm, and, without any culpable negligence on the part of the owner, to pocket a couple of indorsed warrants for ten hogheads of sugar each. He goes immediately to some Mr. Merry—gets an advance of a large part of the value—the tidal train is just about starting—in twelve hours he is in Paris, and the next evening he is in Basle. The loser of the warrants would have no redress, because it would be proved that Anderson was well known in the trade, and that it was quite in the ordinary course of business to make him an advance on the warrants.

Mr. Freshfield's plan encourages carelessness in the owners of goods, and is a "heavy blow and great discouragement" to parties whose business it is to make advances on mercantile documents. Mr. Lavie's plan is (of course very much against his feelings and intentions) an encouragement to thieves, and violates our notions as to the sacredness of property.

It appears to me that the truth, as is often the case, lies between the two extremes.

I venture to recommend to the consideration of yourself and of the committee, who, I presume, still have the subject under consideration:—First, that the law should be left as it now stands with reference to goods or mercantile documents stolen, and to titles to goods affected by forgery, excepting in cases where it shall be shown that the owner has facilitated the theft or forgery by gross negligence, in which cases he should have no redress. Secondly, that the law should be altered as proposed by Mr. Lavie with reference to cases in which goods or mercantile documents have been obtained by fraud of any kind, or under any circumstances, not involving theft or forgery.

The law may reasonably exact that an owner of goods shall take due care of them; but if he (or the party whom he may have intrusted with the custody thereof) is not guilty of any negligence, the law should, I think, maintain the sacredness of his title against all thieves, or persons claiming, however innocently, under thieves.

The law again may, for the general convenience of mercantile transactions, reasonably exact that every owner of goods shall exert such vigilance as not to be, under any circumstances whatever, defrauded of them; and if he is not sufficiently vigilant or astute to prevent his being now and then taken in, he must suffer the occasional penalty, rather than the mercantile community be kept in constant doubt as to the validity or safety of their transactions.

"Vigilantibus non dormientibus subveniunt leges."

In the very case of *Kingsford v. Merry*, the plaintiffs seem to have been guilty of *crassa negligentia* in giving Anderson an order for the transfer of the goods into his name upon his *ipse dixit* that they belonged to him, instead of requiring him, according to the ordinary course of business, to get Leask's indorsement of the delivery order in his favour; and if this point, which has been very little adverted to, had been kept in view, little commiseration would have been felt for the plaintiffs if they had lost their property. To say that every man who has been defrauded shall be entitled to recover his property from parties, however blameless, is to induce him to rely on the protection of law rather than on his own vigilance and caution.

I submit, that the rules which I have suggested would facilitate to a very great extent mercantile transactions, and give confidence where it will not otherwise be felt, without unduly trenching on the rights of property.

It is true, that, by an alteration of the law to the extent above proposed, additional facility for fraud will be afforded; but it may be hoped that this will be counteracted by the increased vigilance which parties will find they must exert.

In all cases of fraud one of two innocent parties must suffer. It seems not to be an unreasonable rule that the party to suffer should be the one who has suffered himself to be deceived. The principle which has been acted upon in reference to merchants and factors applies, though with somewhat less force, to cases of fraud. The merchant selects his own factor, and thinks fit to place his confidence in him. Who is to suffer if the confidence is misplaced? The law says, the merchant is to suffer; not the party whom he would otherwise, though not intentionally, have contributed to defraud. So in cases of fraud, the owner of goods is induced to part with his goods without payment, in the belief that it will be all right. Who is to suffer, if he has been cheated, and if the goods have been bought or advanced upon *bona fide* by a third party? The law may well say, the party who chose to place confidence in an unworthy person. Take the very case of Messrs. Kingsford. Anderson produces a document showing a title in Leask only, but asserts that the goods really belong to himself. Messrs. Kingsford had, I understand, large transactions with Anderson. They thought that Anderson would not deceive them, and gave him a transfer order. Surely they ought to bear the consequences, not the party who would otherwise be defrauded through their instrumentality. The law ought not to encourage the carelessness in dealing which may arise from its being felt that, though the party trusted may cheat other persons, the law will not allow the owner to be cheated, but gives him the right to follow his goods.

It is, I think, desirable that warrants, delivery certificates, and delivery and transfer orders should be assimilated to bills of lading, so as to be deemed to pass such property or title as the party indorsing or signing the same had at the time in the goods represented thereby, together with all his rights and remedies against the parties issuing the warrants, or holding the goods, in whatever character. This, however, does not properly arise upon the present discussion, nor do some other points connected with warrants and delivery certificates, which are worthy of consideration by merchants—*e.g.* the mode of guarding against loss from the warrants relied upon having been issued for goods not existing, or from double warrants being issued for the same goods, or warrants being issued without the sanction of the owners, or in favour of wrong parties. In the case of warrants of private wharfingers, these points are very material, as instances have actually occurred of large advances having been made, as was supposed, on the security of goods, when, in fact, the lender only had the personal liability of the wharfinger, to whom he probably would not have advanced £1,000 without more substantial security. In dealing with the warrants of the large Dock Companies, the latter points are not of much practical importance.

Before concluding, I would notice that a misunderstanding seems still to prevail as to the much-vexed case of *Kingsford v. Merry*, the immediate cause of the present discussion. It seems to be generally supposed that the law laid down by the Chief Baron, and supported by the Court of Exchequer, has been overruled by the Court of Error. I apprehend this is not the fact. The Chief Baron and the Court of Exchequer had the power of drawing their own conclusions from the facts proved at the trial, and they drew the conclusion that the relation of vendor and vendee subsisted between the plaintiffs and Anderson. The Court of Error, however, was bound by the statement of facts as appearing in the case which came before them on appeal, and, according to the *Weekly Reporter*, it seems to have been stated thereby that the plaintiffs gave the delivery order

[or rather "transfer order"] to Anderson, and dealt with him as the assignee, not as purchasing goods from them, but as having purchased them from Leask, and that Anderson had no authority to receive but only to inspect the goods. Upon this statement the Court of Error held that the plaintiffs and Anderson never did stand in the relation of vendor and vendee, and that there was no privity of contract between them; and accordingly they reversed the judgment of the Court of Exchequer, in which it would seem they would have concurred if the plaintiffs and Anderson had stood in the relation of vendor and vendee. There appears, therefore, no ground for supposing that the two courts differed upon a point of law which would leave the law in great uncertainty, or for supposing that the Lord Chief Baron was wrong in point of law, which would to some extent diminish the confidence of the mercantile community in the decisions of that eminent judge.

I have the honour to be, Sir,

Your most obedient servant,

JAMES WESTON.

31, Fenchurch-street, Feb. 23, 1857.

Parliamentary Practice on Private Bills.

Parliamentary practice is a branch of the profession which has attained a larger growth, in a few years, than any other portion of it. With the exception of a few solicitors, who were engaged in prosecuting bills for the first railway companies, and members of the profession who had occasion to apply for Private Estate Acts, few solicitors, until within the last twelve years, had any knowledge of the practice of Parliament. If a client wished to oppose a private bill, the business was looked on as an interruption to the regular work of the office, and everything was turned over to the parliamentary agent, and as little as possible done by the solicitor.

Formerly, parliamentary agents, or, at any rate, the leading practitioners, were officers of the House of Lords or Commons, who, either alone, or in partnership with others who were not on the establishment, conducted the business through all the formal stages for solicitors. A resolution of the House of Commons, in the year 1835, put a stop to all practice by clerks of that House, and the consequence was that independent firms were established outside the House. The only qualification to become a parliamentary agent is to sign a declaration at the House of Commons, and, if required, to give security to the amount of £500 for obedience to the orders of the House. The parliamentary agents proper—*i.e.*, those who do not practise as solicitors as well—comprise amongst their number solicitors, barristers, and several gentlemen who have not received a legal education. Attempts have been made, from time to time, to get a resolution of the House passed, that no one shall practise as a parliamentary agent who has not been admitted as a solicitor, but without success. This question does not affect the present topic. The London solicitors have the remedy in their own hands, if they do not wish to employ a non-professional man, by conducting their own business. One thing must be borne in mind, however, which is, that it is useless for them to attempt this, unless they are prepared to devote much time and attention to it, as it is absolutely necessary to watch the progress of the business from day to day. At all events, it is a more dignified proceeding for the profession to put their own shoulders to the wheel, and make themselves independent of parliamentary agents, rather than to endeavour to extinguish that branch of practitioners by order of Parliament. Parliament is a court open to all; and if solicitors will not learn the practice, they must depend upon those who are daily engaged in it.

Parliamentary agents proper number amongst their ranks several excellent men of business, and of great experience; and, on the principle of division of labour, are invaluable to those who either have not time or inclination to attend to their own business; but still, it cannot be forgotten that parliamentary agency is a branch of the solicitor's business, as much as Chancery and common law. It is proposed to give, from time to time, a few outlines of parliamentary proceedings, with the hope of assisting solicitors in conducting their own business.

A most excellent and interesting work on the Law and Practice of Parliament has been published by Mr. Erskine May, one of the clerks of the table of the House of Commons; but although invaluable as a work of authority, it does not comprise the details which are needed by a solicitor in conducting the preliminary stages of private bills.

Reverting to the rapid rise of parliamentary business, it will be remembered that the memorable years 1845 and 1846 brought

to light the mysteries of parliamentary proceedings. There was not a solicitor of any standing who was not directly or indirectly concerned in prosecuting or opposing some private bill. Nearly one thousand petitions for bills were presented to Parliament in 1846, and between three and four hundred private Acts were passed. Ever since that period, there has always been a steady amount of business, fluctuating, as a matter of course, with the state of the money market, and the spirit of speculation. Owing to the rapid strides which have taken place in all commercial pursuits (irrespective of railways), docks, harbours, piers, and other works of great magnitude have been required, and the demand for them has increased the number of applications for private Acts. Again, the improvement of country towns has occupied much attention, and private bills for the establishment of gas and water works, and for other measures of health or of convenience, occur constantly. The railway companies, also, are constantly obliged to come for new powers enabling them to make branches, or for the regulation of their capital.

It does seem strange, with this accumulation of business constantly recurring, that the practice of Parliament is still a "*Lex non scripta*." The practice, however, has 'shaken down,' so to speak, into a regular system, and is dependent, to a great extent, on precedents and rules, which are generally understood by those who are daily in the habit of attending the committees.

The standing orders of both Houses are now assimilated as to most points of formal proceedings, but in all judicial proceedings before opposed committees much is left to the discretion of the members forming the committee as to who shall, and who shall not, be heard, and what evidence shall be received against the preamble and clauses of the bill. There is, however, one very important body in the House of Commons—viz., the Select Committee on Standing Orders—which is composed of business members, who pay great attention to the conduct of private bills, and to whom are referred all points relating to standing orders, where there has been any non-compliance with the orders of the House, or when it is sought to have any order relaxed in special cases, or to get an instruction to any particular committee moved in the House. The Standing Order Committee relieve the Speaker of a very onerous part of his duty; and not only do they form a tribunal for protecting promoters and opponents from injustice, which might arise from either side taking an unfair advantage of the technicalities of the business, but in all cases of difficulty the leading members of that committee are appealed to by the Chairmen of Committees on opposed Private Bills, for their advice and experience on questions of practice. In short, it may fairly be stated that no paid or unpaid judicial body work better, on the whole, than the Standing Order Committee.

The Chairman of Ways and Means is *ex officio* chairman of all unopposed committees, and has virtually an absolute power in settling and determining the provisions of bills. Two other members sit with him, but, in reality, the chairman settles the bill.

In the House of Lords, the Lord Chairman is, as a general rule, the sole and absolute authority on all questions of standing orders. In unopposed cases his word is law; but in opposed cases some of the members of the Standing Order Committee of the House of Lords sit with him. There are about forty members of that committee, though it seldom happens that more than ten attend. Of course, the duties and jurisdictions of these several committees will be a subject of future consideration in tracing the progress of a private bill through all its stages; but it is thought better to give the above short outline in the commencement, as the great object is not to write a treatise (which has been ably done by Mr. May) but to give the practical details of the business, in order to give the solicitor, who has parliamentary business put into his hands for the first time, some idea where to begin, what he will have to do, and what he will have to pay.

It would be impossible, in any short of a three volume book, to set out in detail the proceedings on every kind of bill which can be the subject of parliamentary legislation. Both Houses of Parliament have rendered such a course unnecessary, by classifying the bills under two heads—viz. First and Second Class Bills. They are as follows:—

The First Class Bills comprise the following objects:

Burial Ground—Making, maintaining, or altering.
Charters and Corporations—Enlarging or altering powers of.
Church or Chapel—Building, enlarging, repairing, or maintaining.

City or Town—Paving, lighting, watching, cleansing, or improving.

Company—Incorporating or giving powers to.

County Rate.

County or Shire Hall—Court-house.

Crown, Church, or Corporation Property, or *Property held in Trust for Public or Charitable Purposes*.

Ferry.

Fishery—Making, maintaining, or improving.

Gaol or House of Correction.

Land—Inclosing, draining, or improving.

Letters Patent—Conferring, prolonging, or transferring the term of.

Local Court—Constituting.

Market or Market-place—Erecting, improving, repairing, maintaining, or regulating.

Police.

Poor—Maintaining or employing.

Poor-rate.

Powers to sue and be sued—Conferring.

Sewers and Sewerage (Lords only).

Stipendiary Magistrate or any Public Officer—Payment of; and continuing or amending an Act passed for any of the purposes included in this or the Second Class, when no further work than such as was authorised by former Act is proposed to be made.

The Second Class of private bills are bills for making, maintaining, varying, extending, or enlarging any

Aqueduct, Archway, Bridge, Canal, Cut, Dock, Draining—

Making or maintaining any cut for drainage, being a new work, when it is not provided in the bill that the same shall be not more than eleven feet at the bottom.

Embankment—For reclaiming land from the sea or any tidal river.

Ferry—Extending or enlarging, where any work is to be executed.

Harbour Navigation, Pier, Port, Railway, Reservoir, Sewer, Street, Tunnel, Turnpike, or other Carriage Road, Watercourse.

The only variation between the classes in the two Houses is, that in the Lords' Orders sewers and sewerage are classed in the first list, as well as in the second; but the first mention of sewer is applicable only to cases where no new cut, exceeding eleven feet in width, is contemplated, or (as defined by Mr. May) such work as would come under the provisions of a Town's Improvement Bill.

As a general rule, therefore, it may be laid down that a First Class Bill is a bill for conferring powers on companies, corporations, or local authorities, where no works are to be executed; and a Second Class Bill is a bill for obtaining powers to execute works, and to acquire land and houses compulsorily for that purpose. A Second Class Bill must necessarily comprise very many of the powers, and require compliance with all, or nearly all, the formal proceedings incident to a First Class Bill. A First Class Bill, on the contrary, is much simpler to conduct, and is not fettered with many of the requirements which Parliament imposes on the promoters of Second Class Bills.

It will not be out of place here to refer to the Joint-Stock Companies Act, which was passed during the last session of Parliament. By that Act, the former Acts were repealed, and, consequently, one part of the practice has been discontinued—viz. the provisional registration of companies before issuing the prospectus.

The Joint-Stock Companies Act is very valuable, where it is desired to incorporate a company with little expense; and in cases where it is doubtful whether or not it will be necessary to apply to Parliament, no harm can be done by registering under that Act, as the expense is trifling. When compulsory powers are not required, the facilities necessary for carrying on a company are easily obtained. The Joint-Stock Companies Act, however, does not meet all cases, and railway companies and other large bodies cannot be effectually governed without the aid of Parliament. By the provisions of the Joint-Stock Companies Act (19 & 20 Vict. c. 47), it is enacted, that not more than twenty persons shall, after the 3rd day of November, 1856, carry on in partnership any trade or business having gain for its object, unless they are registered as a company under the Act, or are authorised to carry on business under some Act of Parliament, or by Royal Charter or Letters Patent, or are engaged in working mines within, and subject to, the Stannaries. The clause goes on to state that the penalty of so carrying on business in contravention of this Act is, that every partner shall be liable for the whole debts of the

partnership, and may be sued for the same, without the joinder in the action or suit of any other member of the partnership.

The memorandum of association must contain the following matters—viz.

1. The name of the proposed company.
2. The part of the United Kingdom in which the registered office of the company is to be established.
3. The objects for which the proposed company is to be established.
4. The liability of the shareholders, whether it is to be limited or unlimited.
5. The amount of the nominal capital.
6. The number of shares, and amount of each share.

N.B. In all cases where the company is proposed to be formed with limited liability, the word "limited" must be the last word in the name of the company.

It must be borne in mind, that no two companies must be registered under the same name, and in the event of a company being registered *through inadvertence* or otherwise under the same name as another company, the registrar has power to allow a change of name to the company first on the register. The memorandum of association must be prepared in the form annexed to the Act (Table A), and registered; and, when registered, will have the effect of binding the company, and all parties who become shareholders therein, to the same extent as if each shareholder had subscribed his name, and affixed his seal thereto, or otherwise duly executed the same, and there were in such memorandum contained a covenant on the part of himself, his heirs, executors, and administrators to conform to all the regulations of such memorandum. Every subscriber of the memorandum of association must take, at least, one share in the company.

These proceedings are all that are absolutely necessary in the case of a new company. The effect of such registration is, that the subscribers, on obtaining a certificate of complete registration, become incorporated, together with those who from time to time become shareholders, by the name prescribed in the memorandum of association, having a perpetual succession and common seal, with power to hold lands.

It is optional with the promoters whether they will register special articles of association or not. In default of their so doing, they become subject to the regulations for the management of the company set out in the schedule to the Act (Table B.). This table contains provisions relating to—1. The shares of the company. 2. Transmission of shares. 3. Forfeiture of shares. 4. Increase of capital. 5. General meetings. 6. Votes of shareholders. 7. Regulations as to directors. 8. The powers, disqualification, rotation, and proceedings of directors. 9. Audit of accounts. 10. Notices.

In fact, the act of complete registration has much the same effect as if the company were incorporated by Act of Parliament, and placed under the provisions of the Companies Clauses Consolidation Act.

On the next occasion, the preliminary proceedings incident to the formation of a new company, and an application for an Act of Parliament for that purpose, will be considered.

(To be continued.)

Court Papers.

CHANCERY SITTINGS.—EASTER TERM, 1857.

LORD CHANCELLOR.

<i>At Westminster.</i>	
Wednes. Apr. 15.	App. Mtns. & Apps.
<i>At Lincoln's Inn.</i>	
Thursday 16	
Friday 17	
Saturday 18	
Monday 20	Appeals.
Tuesday 21	
Wednesday 22	
Thursday 23.	App. Mtns. & Apps.
Friday 24	
Saturday 25	
Monday 27	Appeals.
Tuesday 28	
Wednesday 29	
Thursday 30.	App. Mtns. & Apps.
Friday, May 1	
Saturday 2	
Monday 4	Appeals.
Tuesday 5	
Wednesday 6	
Thursday 7	
Friday	8..App. Mtns. & Apps.

MASTER OF THE ROLLS.

<i>At Westminster.</i>	
Wednes. Apr. 15.	Motions.
<i>At Chancery Lane.</i>	
Thursday 16.	Gen. Petition Day
Friday 17	
Saturday 18	Pleas, Demrs., Ex.,
Monday 20	Causes, Claims, &
Tuesday 21	F. D.
Wednesday 22.	Motions.
Thursday 23	
Friday 24	
Saturday 25	Pleas, Demrs., Ex.,
Monday 27	Causes, Claims, &
Tuesday 28	F. D.
Wednesday 29	
Thursday 30.	Motions.
Friday, May 1	
Saturday 2	Pleas, Demrs., Ex.,
Monday 4	Causes, Claims, &
Tuesday 5	F. D.
Wednesday 6	
Thursday 7.	Gen. Petition Day
Friday	8..Motions.

Short Causes, Short Claims, Consent Causes, Unopposed Petitions, and Claims, every *Saturday*. The unopposed Petitions to be taken *first*.

NOTICE.—Consent Petitions must be presented, and Copies left with the Secretary, on or before the *Thursday* preceding the *Saturday* on which it is intended they should be heard.

THE LORDS JUSTICES.

<i>At Westminster.</i>	
Wednes. Apr. 15.	Appeal Motions.
<i>At Lincoln's Inn.</i>	
Thursday 16.	App. Mtns. & Apps.
Friday 17	Ptns. in Lun. and Bkcty. & App. Ptns.
Saturday 18	
Monday 20	
Tuesday 21	Appeals.
Wednesday 22	
Thursday 23.	App. Mtns. & Apps.
Friday 24	Ptns. in Lun. and Bkcty. & App. Ptns.
Saturday 25	
Monday 27	
Tuesday 28	Appeals.
Wednesday 29	
Thursday 30.	App. Mtns. & Apps.
Friday, May 1	Ptns. in Lun. and Bkcty. & App. Ptns.
Saturday 2	
Monday 4	
Tuesday 5	Appeals.
Wednesday 6	
Thursday 7	
Friday	8..App. Mtns. & Apps.

V. C. SIR R. T. KINDERSLEY.

<i>At Westminster.</i>	
Wednes. Apr. 15.	Motions.
<i>At Lincoln's Inn.</i>	
Thursday 16	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Friday 17.	Ptns. (unop. first) (Short Causes, Shrt. CL. & Gen. Paper
Saturday 18	(CL. & Gen. Paper
Monday 20	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Tuesday 21	Mtns. & Gen. Paper
Wednesday 22	(Sht. Causes, Shrt. CL. & Gen. Paper
Thursday 23.	Ptns. (unop. first)
Friday 24.	(Sht. Causes, Shrt. CL. & Gen. Paper
Saturday 25	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Monday 27	Mtns. & Gen. Paper
Tuesday 28	(Sht. Causes Shrt. CL. & Gen. Paper
Wednesday 29	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Thursday 30.	Mtns. & Gen. Paper
Friday, May 1.	Ptns. (unop. first.)
Saturday 2	(Sht. Causes Shrt. CL. & Gen. Paper
Monday 4	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Tuesday 5	Mtns. & Gen. Paper
Wednesday 6	(Sht. Causes Shrt. CL. & Gen. Paper
Thursday 7	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Friday	8..Mtns. & Gen. Paper

V. C. SIR JOHN STUART.

<i>At Westminster.</i>	
Wednes. Apr. 15.	Motions.
<i>At Lincoln's Inn.</i>	
Thursday 16	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Friday 17.	Ptns. & Gen. Paper
Saturday 18	(Sht. Causes, and CL. & Gen. Paper
Monday 20	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Tuesday 21	Mtns. & Gen. Paper
Wednesday 22	(Sht. Causes, CL. & Gen. Paper
Thursday 23.	Ptns. & Gen. Paper
Friday 24.	(Sht. Causes, CL. & Gen. Paper
Saturday 25	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Monday 27	Mtns. & Gen. Paper
Tuesday 28	(Sht. Causes, CL. & Gen. Paper
Wednesday 29	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Thursday 30.	Mtns. & Gen. Paper
Friday, May 1.	Ptns. & Gen. Paper
Saturday 2	(Sht. Causes, CL. & Gen. Paper
Monday 4	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Tuesday 5	Mtns. & Gen. Paper
Wednesday 6	(Sht. Causes, CL. & Gen. Paper
Thursday 7	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Friday	8..Motions

V. C. SIR W. PAGE WOOD.

<i>At Westminster.</i>	
Wednes. Apr. 15.	Motions.
<i>At Lincoln's Inn.</i>	
Thursday 16	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Friday 17	(Ptns., Sht. Causes, CL. & Gen. Paper
Saturday 18	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Monday 20	Mtns. & Gen. Paper
Tuesday 21	(Sht. Causes, Shrt. CL. & Gen. Paper
Wednesday 22	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Thursday 23.	Mtns. & Gen. Paper
Friday 24	(Sht. Causes, CL. & Gen. Paper
Saturday 25	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Monday 27	Mtns. & Gen. Paper
Tuesday 28	(Sht. Causes, Shrt. CL. & Gen. Paper
Wednesday 29	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Thursday 30.	Mtns. & Gen. Paper
Friday, May 1	(Sht. Causes, CL. & Gen. Paper
Saturday 2	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Monday 4	Mtns. & Gen. Paper
Tuesday 5	(Sht. Causes, CL. & Gen. Paper
Wednesday 6	(Pleas, Demrs., Ex., Causes, Claims, & F. D.)
Thursday 7	Mtns. & Gen. Paper
Friday	8..Mtns. & Gen. Paper

Claims will be taken in precedence of the General Paper every Petition Day.

Queen's Bench.

ENLARGED RULES.—EASTER TERM, 1857.

To the First Day.

Sennett v. Bosanquet, Chairman, &c.
Walker v. Sleight.
The Queen v. The Inhabitants of Aberysker.
The Queen (on prosecution of St. Olave's District Board of Works) v. The Metropolitan Board of Works.

To the Fourth Day.

In the matter of Thomas Francis Richards, Gent., one, &c.

To the Fifth Day.

The Queen v. Henry Lees, late Clerk to Commissioners for Lighting, &c.

SPECIAL PAPER.

FOR ARGUMENT.

Dem.	Chamberlain v. Willoughby & Another (stands over to consult clients as to stating a Special Case).
	Poole, Executrix, &c. v. Frew.
Co. Ct. Ap.	Evans v. Matthias & Another.
Sp. Case.	Blackwell & Another v. Wheatcroft (stands over till judgment given in Court of Error).
"	Harding v. Nott, Clerk.
"	Moran v. Jones.
"	Bains v. Jackson & Others.
Dem.	Poole, Executrix, &c. v. The Timber Preserving Company.
"	Croshaw v. Naylor.
"	Coleman v. Knowles.
"	The Vestry of the Parish of St. Pancras v. Morgan.
Sp. Case.	Sturgis v. The Bishop of London.
"	Villars v. Hargreaves & Another.
Dem.	Warburg v. Tucker.

Sp. Case. Hudson v. The Official Manager of the Royal Bank of Australia.
Dem. Badger v. Finch.

NEW TRIAL PAPER.

STANDING FOR JUDGMENT.

Liverpool. Gee v. Ward & Others.
London. Bovill v. Heyworth & Another.
Essex. Lister v. Leather.
Somerset. Woodland v. Fear.
Manchester. Green v. Gaddington.

FOR ARGUMENT.

London. Cooke v. Baynton.

MICHAELMAS TERM, 1856.

Liverpool. Firth v. Goodwin.
" Harrison & Another v. Ellis.

TRIED DURING TERM.

Middlesex. Fisher v. Jordan.
London. Sloper v. Cottrell.

HILARY TERM, 1857.

Middlesex. Fernhough v. The Sittingbourne and Sheerness Railway Co.
" Parker v. Dingwall.
" Edwards v. English & Another.
" Alderman v. Boddy.
London. Fell v. Burchett.
" Simons v. Patchett.
" Wheelton & Others v. Hardisty.
" Same v. Same.
" Hollingworth v. Buxton & Another.

TRIED DURING TERM.

Middlesex. Haigh v. Onsey & Others.

Exchequer of Pleas.

EASTER TERM, 1857.—Sittings in Banco.

Wednesday, April 15 Motions and peremptory paper.
Thursday, " 16 Errors, peremptory paper, and motion.
Monday, " 20 Special paper.
Wednesday, " 22 Special paper.
Saturday, " 25 Criminal appeals.
Monday, " 27 Special paper.
Wednesday, " 29 Special paper.
Monday, May 4 Special paper.

PEREMPTORY PAPER.

To be called on the first day of the Term after the motions, and to be proceeded with the next day, if necessary, before the motions.

Sp. Case. Whaley v. Laing.

SPECIAL PAPER.

FOR JUDGMENT.

Sp. Case. Oldershaw & Another, (Executrix and Executor) v. King.

FOR ARGUMENT.

Sp. Case. Doe dem. Hughes & Others v. Probert.
Dems. Brewer v. Dimmack & Another.
Dem. Churchward v. Foss (stayed by injunction).
" Lyndon v. Standbridge, Town clerk, &c.
Dems. Ellis v. London & South-Western Railway Company.
Dem. Knight & Another v. The Gravesend and Milton Water-works Company.
Sp. Case. Clements & Others v. McKibbin.
App. Lister v. Whitham & Another.
Sp. Case. Gibbs & Others v. Grey & Others.
" Grey & Others v. Gibbs & Others.
" Smalley v. the Blackburn Railway Company.
" Biss & Wife v. Allen & Another (Smith, Landlord).
" The Governor & Company of the New River v. the Commissioners of Land Tax, at Great Amwell, Herts.
Dem. Shilling, Administrator, &c. v. Bishop & Others.
" Cooper & Another, Executors, &c. v. Woolfitt.
Sp. Case. Barstow v. Reynolds.
Dems. Barnes v. Hayward, Clerk.
Dem. Hoare v. White.
Sp. Case. Walker v. Goe & Another.
Appeal. Isaacs v. London & South-Western Railway Company.
Dems. Taylor v. Pearse.

NEW TRIAL PAPER.

FOR JUDGMENT.

Lancaster. Warburton v. Parke.
Cambridge. Gelen v. Hall.

FOR ARGUMENT.

London. Bovill v. Pimm & Another.
Guildford. Smith v. Winder.
Cambridge. Gelen v. Hall.

Moved in Hilary Term, 1857.

Middlesex. Hills v. the London Gas-light Company.
" Abrahams v. Milson & Wife.
London. Booth v. Kennard & Others.
Middlesex. Board v. Britten.
" Bunn v. Totterdell.
" Lee v. Everest.
" Ambrose & Another v. Cook.
London. Jupp v. Richardson & Another.
" Randall v. Luck the Younger.
" Lara v. the General Apothecaries' Company.

Births, Marriages, and Deaths.

BIRTHS.

BIRD—On Mar. 29, at the Vineyard, Uxbridge, the wife of Henry Bird, Esq., solicitor, of a son.
COOPER—On Mar. 27, at 33 Nottingham-place, Regent's-park, the wife of W. Wellington Cooper, Esq., barrister-at-law, of a daughter.
FOX—On April 2, at 37 Lincoln's-inn-fields, the residence of her father, Edmund Belfour, Esq., the wife of E. Ward Fox, Esq., of Belmont, Chesterfield, of a daughter.
HARDWICKE—On Mar. 31, at the Cedars, Oatlands-park, the wife of Eugene Hardwicke, Esq., of Furnival's-inn, of a daughter.
HEREPATH—On Mar. 28, at Blenheim-road, St. John's-wood, the wife of E. J. Herepath, Esq., barrister-at-law, of a daughter.
PEARSON—On Mar. 27, at Holloway, the wife of William Pearson, Esq., of Lincoln's-inn and the Inner Temple, of a son.
POLLOCK—On Mar. 28, at 59 Montagu-square, Mrs. Frederick Pollock, of a son.

MARRIAGES.

ANDREW—MORTON—On Mar. 26, at the Church of St. Stephen the Martyr, St. John's-wood, London, Richard Thomas Smith Andrew, of Tunbridge-wells, Kent, solicitor, to Hannah, widow of the late John Morton, Esq., and daughter of the late Rev. Joseph Barrett, of Devonport-street, Hyde-park.
NICHOLS—BUCHANAN—On April 2, at St. James's Church, Paddington, by the Rev. J. Griffiths, late Sub-Warden of Wadham College, Oxford, Francis Morgan Nichols, of Lincoln's-inn, barrister-at-law, and late Fellow of Wadham College, third son of John Bowyer Nichols, Esq., of Hanger-hill, Middlesex, to Mary, daughter of the late Walter Buchanan, Esq., of Sussex-place, Hyde-park-gardens.
PELHAM—BULLIVANT—On Mar. 28, at Camberwell Church, by the Rev. Daniel Moore, M.A., George Brown, second son of the late J. Pelham, Esq., solicitor, to Eliza, youngest daughter of the late T. Bullivant, Esq., Plymouth.

DEATHS.

BROWN—On April 1, Francis Christopher, infant son of George Brown, solicitor, the Park, Great Ealing.
BURFORD—On Mar. 31, at West Lodge, Mortlake, John Court Burford, of 10 King's Bench-walk, Temple, eldest surviving son of the late Rev. Dr. Burford, of Chigwell, aged 48.
CLIFFORD—On Mar. 28, at Windsor, William Clifford, formerly of the Inner Temple, in his 31st year.
GARDNER—On Mar. 31, at Uxbridge, near Clompton, John Arthur Gardner, Esq., of the Inner Temple, barrister-at-law, aged 55.
NORTON—On Mar. 29, at Uxbridge, Sarah, eldest daughter of the late Mr. Henry Norton, solicitor.
PAYNE—On Mar. 31, at Brunswick-square, London, Julia, only daughter of William Payne, Esq.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CRITTS, WILLIAM, Upper Tooting, stablekeeper, £2 Annuities for terms 9 years.—Claimed by JAMES CRITTS, administrator.
DANIEL, MELLENA, Bath, widow, £950 Reduced.—Claimed by CHARLES LOWDER and JOHNSON PHILLIOTT, her executors.
DANIEL, MELLENA, widow, deceased, ANN LOWDER, widow, deceased, and CHARLOTTE PALMINTER, spinster, deceased, all of Bath, £110 Reduced.—Claimed by CHARLES LOWDER and JOHNSON PHILLIOTT, executors of Melvena Daniel, the survivor.
FOX, Col. CHARLES RICHARD, Addison-st., Kensington, and BENJAMIN CURRY, Old Palace-yd., Westminster, Esq., £47: 18: 8 Consols, and £178 New 3 per Cents.—Claimed by Col. CHARLES RICHARD FOX, the survivor.
GOLDFINCH, Col. HENRY, Royal Engineers, and CATHERINE ELIZA GOLDFINCH, his wife, £100 Consols.—Claimed by HENRY ROBERT GOLDFINCH, sole executor of Col. HENRY GOLDFINCH, the survivor.
GOLDFINCH, HENRY, Lieut.-Col., Royal Engineers, £50 Consols.—Claimed by HENRY ROBERT GOLDFINCH, sole executor.
HUGHES, ALMEIRA, Cheshet, widow, £840 Consols.—Claimed by Sir HENRY HALFORD, Bart., her sole executor.
LAKE, WILLIAM, Koppel-st., Russell-sq., Esq., and Rev. RICHARD CRAWLEY, Steeple Ashton, Wilts, £50: 3: 9 Consols.—Claimed by Rev. RICHARD CRAWLEY, the survivor.
LAWSON, MARY ANN WATTS, Surrey Lodge, Lambeth, spinster, £60 Reduced.—Claimed by MARY ANN WATTS WILLIAMS, wife of Rev. FREDERICK EDGELL WILLIAMS (formerly Lawson, spinster).
LEAR, Ven. FRANCIS, Chilmarch, Wiltshire, clerk, Archdeacon of Sarum, £106: 13: 8 New £5 per Cents.—Claimed by ISABELLA MARY LEAR, widow, sole executrix.
LECHMERE, GEORGIANA FELICIA, Rhydy, Worcester, spinster, £37: 10s. Consols.—Claimed by said GEORGIANA FELICIA LECHMERE.
LEWIS, WILLIAM, of Brunswick-sq., Esq., deceased, and Rev. WILLIAM LEWIS, of Abbott's Langley, Hertfordshire, clerk, £33: 14: 5 Reduced.—Claimed by Rev. WILLIAM LEWIS, the survivor.
MAYOW, PHILIP WYNELL, Excise Office, Esq., deceased, £965: 16: 6 £3 per Cents.—Claimed by GEORGE WYNELL MAYOW, Rev. MAYOW WYNELL MAYOW, and Rev. PHILIP WYNELL MAYOW, his surviving executors.
MONTGOMERY, Rev. GEORGE AUGUSTUS, Bishopston, Wilts, clerk, £129: 16: 4 New 3 per Cents.—Claimed by CECILIA MONTGOMERY, widow, sole executrix.
PALAIRET, MARY ELLEN, Bath, spinster, £100 Consols.—Claimed by MARY ELLEN PALAIRET, spinster.
STONE, RICHARD OWEN, Mayfield, Sussex, gentleman, £200 Consols.—Claimed by STEPHEN LOWDELL, his surviving executor.
TORE, JANE, East Leigh-house, Westleigh, Devonshire, widow, £750 Consols.—Claimed by FRANCES TORE, spinster, administratrix.
WALLIS, FRANCES, Rushey-green, Lewisham, spinster, £136: 10: 6 Reduced, and £200 New 3 per Cents.—Claimed by THOMAS JOSEPH WALLIS, administrator.

WHITE, JANE PERCEVAL, Montague-grove, Hampstead, Middlesex, spinster, £195 : 7 : 9 New 3 per Cents.—Claimed by JANE PERCEVAL THRING, wife of JOHN WALKER THRING.

Next of Kin

Advertised for in the London Gazette and elsewhere during the Week.

ALFORD, ELIZA (widow of Philip Alford, formerly of Sunbury, Middlesex), Bethnal-house, Bethnal-green, a person of unsound mind.—Heir or heirs-at-law, or next of kin, to come in and prove their heirship or kindred before the Masters in Lunacy, 45 Lincoln's-inn-fields.

GILLING, FRANCIS, who was formerly of Leeds, afterwards a soldier, serving abroad with the late Duke of York, and was married at Leeds, but spent his latter years at Cheltenham, where he died about forty years ago.—His daughters or their heirs to apply to Robinson & Atkinson, Solicitors, Beverley and Hull.

GREENWOOD, RICHARD ESBORNE, Field Head, Cullingworth, Bingley, Yorkshire.—His child or children to come in and prove his or their claim as such on or before May 25, at V. C. Stuart's Chambers.

LOAT, HENRY (who died on Nov. 28, 1838), late of Wrexham, in North Wales. His grandfather was Endymion Loat, who had a sister, married to Thomas Jones. Endymion and Mary, on Jan. 7, 1763, renounced administration to their brother Thomas Loat, then late of Clapham, Surrey, bricklayer.—Heir-at-law to apply to Ramondi, Solicitor, 23 Surrey-st., Strand.

REYNOLDS, JOHN (who was born about 1720, and who died in London, in 1784), Admiral.—Next of kin to apply by letter to Ed. Manière, Esq., Solicitor, 31 Bedford-row.

Money Market.

CITY, FRIDAY EVENING.

The demand for bullion at the Bank of England has increased. It is said that more than half a million has been withdrawn during the week. The arrivals of gold from Australia have been considerable, but the chief part is destined to the continent. It is estimated that the shipment of specie, chiefly silver, by the mail packet of this day to India and China amounts to £700,000. The directors of the Bank of England came to a resolution at their weekly meeting yesterday to advance the rate of discount on bills of exchange, and interest on loans from 6 to 6½ per cent. This measure caused depression in the English Funds which has been only partly recovered. The last price of Consols was 93½ per cent. Foreign securities are scarcely so well supported as during last week. The corn market continues very flat with a tendency to a further decline in prices. The payment to the public of the April dividends at the Bank, and of the life annuities at the National Debt Office will commence on Wednesday next. From the Bank of England return for the week ending the 28th March, 1857, which we give below, it appears that the amount of notes in circulation is £19,056,870, being an increase of £472,430, and the stock of bullion in both departments is £9,987,559, shewing a decrease of £334,738 when compared with the previous return. The stock of bullion held by the Bank of France has increased, and it is expected that further demand from that quarter will be relaxed.

The revenue accounts for the year, and for the quarter ending the 31st March, 1857, were published on Wednesday last. At first sight, the aspect of these accounts, compared with the previous year, is not favourable. The return of peace is naturally expected to be productive of a large increase in revenue. The late war did not obstruct the commercial intercourse of nations in so great a degree as the wars of earlier date, but, nevertheless, the cessation of hostilities brought a vast increase in imports and exports, and the result on Customs duties would appear much more favourable at the present moment, but for circumstances arising out of a decrease in rates of duty now taking place upon certain articles. It does not, however, follow that the lower duty will continue to be less productive than the higher duty. On the contrary, our financial measures, since the introduction of free-trade policy, have been successfully grounded upon the principle that low rates of duty cause larger consumption, and instead of loss in revenue, produce an increase.

In the amount received for Customs duties, there is a decrease of nearly £300,000 when compared with the corresponding quarter of the previous year. There has been in the last quarter a considerable increase in the amount received on various articles, but this increase has been counterbalanced by the deficiency which has arisen in the amount of duty paid upon Tea, Coffee, and Sugar. The dealers have been paying duty at the Custom-house previous to the 1st of April, on quantities only from hand to mouth. In this way, about £800,000 is supposed to have been kept back from the revenue during the last quarter of the financial year. It has been stated that

8,000,000lbs of Tea were expected to be cleared at the Custom-house immediately after the 31st March, to put the dealers in stock at the lower rate of duty now chargeable, and also large quantities of Coffee and Sugar. Of these payments, the current quarter will have the advantage. The amount received for Excise in the last quarter shows, by a similar comparison, an increase of about £90,000. The drawback repaid to dealers in Malt in the course of the quarter amounts to £250,000. The increase in Excise for the whole year, compared with the previous year, amounts to £850,000, and the amount re-paid for drawback upon Malt is nearly an equal sum. The increase in Customs for the whole year is £287,000, which increase has been produced and limited by the various causes before mentioned. The large comparative increase in Property-tax has been produced by the additional 2d. in the pound, which came into payment only in part of the previous year. The comparative increase under the head of Stamps in the year amounts to nearly £300,000, and is derived partly, perhaps, from general improvement, but more certainly from the growing amount of duty upon succession to estates.

An examination of these accounts, together with the explanatory notes accompanying them, affords only an indistinct view of the present and future financial position of the country. We see that over two and half millions have been received during the financial year now ended, in excess of the previous year. We also know that nine millions a year of property tax now expire. Peace with all the world may be expected to add largely to the late wonderful increase in trade, and a considerable addition to revenue is probable. It will be the duty of Government and the new Parliament, not only to make the revenue equal to the expenditure as settled, but also to leave a good margin for contingent increase in expenditure, and for reduction of the public debt.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed.	Thurs.	Fri.
Bank Stock .....	...	...	...	...	...	...
3 per Cent. Red. Ann. ....	...	...	...	...	...	...
3 per Cent. Cons. Ann.	93½	93½	93½	93½	93½	93½
New 3 per Cent. Ann. ....	...	...	...	...	...	...
New 2½ per Cent. Ann. ....	...	...	...	...	...	...
2½ per Cent. Annuities ....	...	...	...	...	...	...
5 per Cent. Annuities ....	...	...	...	...	...	...
India Stock .....	...	...	224	224	...	222
India Bonds (£1,000)	5s. dis.	...	...	3s. dis.	...	...
Do. (under £1,000) ....	...	...	...	1s. pm.	4s. dis.	1s. dis.
Exch. Bills (£1,000) Mar. 1s. dis.	3s. pm.	4s. pm.	par	3s. pm.	2s. dis.	...
June 5s. dis.	1s. dis.	1s. dis.	5s. dis.	5s. dis.	...	...
Exch. Bills (£500) Mar. ...	par	...	...	...	...	2s. dis.
June 5s. dis.	...	...	...	...	...	...
Exch. Bills (Small) Mar. ...	par	4s. pm.	4s. pm.	4s. pm.	2s. dis.	...
June 4s. pm.	...	...	1s. dis.	5s. dis.	...	...
Exch. Bonds, 1858, 3½	...	...	...	...	...	...
per Cent.	98½	...	98½	...	98½	98½
Exch. Bonds, 1859, 3½	...	...	...	...	...	...
per Cent.	98½	...	...	...	98½	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thurs.	Fri.
Bristol and Exeter ...	91	91½	91½	...	91½	90
Caledonian ...	69 68½	69½	69½	69½	69½	69½
Chester and Holyhead ...	...	36	...	36½	...	35½
East Anglian ...	...	19½	20 19½	19½	19½	19½
Eastern Union A stock ...	...	...	...	...	...	...
East Lancashire ...	...	...	...	...	100 x n	...
Edinburgh and Glasgow	...	56½	...	56½	...	...
Edin., Perth, & Dundee.	36½	36½	...	35½ x d	...	35½ x d
Glasgow & South Western	...	...	...	...	...	...
Great Northern ...	97 6½	98	97 8 7½	97½	97½	97½
Gt. South & West. (Ire.)	104½ 5½	...	...	...	...	...
Great Western ...	68½ 7½	68½ 7½	68½	68½	68 66½	67½
Lancashire & Yorkshire	102½ 3	102½ 3	102½ 3½	102½	102½	102½
Lon., Brighton, & S. Coast	108½	108½	...	108½	108½	108½
London & North Western	104½ 5	106½	106½ 7	106½	106½ 5½	106½
London and S. Western	103½ 4	103½	103½	103½	103½	103
Man., Shef., and Lincoln	39½	40 39½	39½ 4½	39½	39½ 8½	38½
Midland ...	82½ 3	83½	83½	83½	83½ 2½	81½
Norfolk ...	57½ 7	...	58	58½ 8	58½	...
North British ...	44½ 4	45	45½	45½ ½	...	44½
North Eastern (Berwick)	86½ 4	88	88½	88 7½	87½ 6½	87
North London ...	30	31½ 1	31	31½	...	...
Oxford, Wore., & Wolv.	...	...	...	...	107 x d	...
Scottish Central ...	...	...	...	...	26½	...
Scot.N.E. Aberdeen Stock	...	...	...	49½	49½	...
Shropshire Union ...	48	...	...	...	...	...
South-Eastern ...	73½ 6½	77½	77	76½ 4	76½ 6	75½
South-Wales ...	89 7½	87½ 4	88 7½	...	87½	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 28TH DAY OF MARCH, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	23,684,990	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	9,209,990
		Silver Bullion	...
	£23,684,990		£23,684,990

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities	
Reserve	3,826,600	(incl. Dead Weight Annuity)	11,646,018
Public Deposits (including Exchequer, Savings Banks, Commissioners of National Debt, and Dividend Accounts)	9,031,051	Other Securities	21,242,732
Other Deposits	10,187,460	Notes	4,628,120
Seven day & other Bills	696,348	Gold and Silver Coin	777,569
	£38,294,459		£38,294,459

Dated the 2nd day of April, 1857.

M. MARSHALL, Chief Cashier.

London Gazettes.

LONDON COMMISSIONER TO ADMINISTER OATHS IN CHANCERY.

FRIDAY, April 3, 1857.

ADE, GEORGE, 48 High-st., Southwark, Gent.—March 12.

Bankrupts.

TUESDAY, March 31, 1857.

CLINCH, ROBERT, Livery-stable-keeper, Salisbury. April 13, at 1.30, and May 12, at 1; Basinghall-st. Com. Fonblanque. *Off. Ass. Graham. Sols.* Botherham & Freeman, 39 Coleman-st.; or Kelsey, Salisbury. *Pet. Mar. 30.*

FAITHFULL, HENRY, Master Mariner, Woodstock-rd., East India-rd., Blackwall (formerly of Tonbridge-pl., New-rd., Shipowner). April 17, at 1, and May 12, at 12; Basinghall-st. Com. Holroyd. *Off. Ass. Edwards. Sols.* Lawrence, Plews, & Boyer, 14 Old Jewry-chambers. *Pet. Mar. 27.*

HANBURY, JONATHAN, Grocer, Matfield-green, Brenchley, Kent. April 30, at 12.30, and May 18, at 11; Basinghall-st. Com. Goulburn. *Off. Ass. Pennell. Sols.* Linklaters & Haeckwood, 17 Silse-la, Bucklersbury. *Pet. Mar. 27.*

HANSON, JOHN, & JAMES WALKER, Coach Builders, Sheffield. April 18 and May 9, at 10; Sheffield. Com. West. *Off. Ass. Brewin. Sols.* Smith & Burdakin, Sheffield. *Pet. Mar. 25.*

JONES, RICHARD, Flannel Manufacturer, Newtown, Montgomeryshire. April 16 and May 11, at 11; Liverpool. Com. Perry. *Off. Ass. Morgan. Sols.* Jones, Newtown, Montgomeryshire. *Pet. Mar. 30.*

MUNDY, HENRY, Ironmonger, Gloucester. April 17 and May 12, at 11; Bristol. Com. Hill. *Off. Ass. Miller. Sols.* Willmott, 82 High-st., Southwark; or Brittan & Son, Bristol. *Pet. Mar. 20.*

RICHARDS, JOHN, Draper, Aberystwith, Cardiganshire. April 20 and May 12, at 11; Bristol. Com. Hill. *Off. Ass. Miller. Sols.* Brittan & Son, Bristol. *Pet. Mar. 27.*

ROACH, SARAH, Carrier, Merthyr Tydvil, Glamorganshire. April 17 and May 12, at 11; Bristol. Com. Hill. *Off. Ass. Acraman. Sols.* Bevan & Girling, Small-st., Bristol. *Pet. Mar. 27.*

TIMMIS, JOHN, Timber Merchant, Lleshall, Salop. April 17 and May 1, at 11.30; Birmingham. Com. Balcay. *Off. Ass. Bittleston. Sols.* Finlay Knight, Birmingham. *Pet. Mar. 24.*

WIMPENNY, URIAH, Woollen Cloth Manufacturer, Holme Bridge, Almond-bury, Yorkshire. April 17 and May 8, at 11; Leeds. *Off. Ass. Young. Sols.* Floyd & Leary, Huddersfield; or Bond & Barwick, Leeds. *Pet. Mar. 30.*

FRIDAY, April 3, 1857.

BRYAN, ROBERT HOFF, Clock and Watch Maker, Lincoln. April 22 and May 27, at 12; Kingston-upon-Hull. Com. Ayrton. *Off. Ass. Carrick. Sols.* Brown, Lincoln. *Pet. April 1.*

CATT, JESSE, Licensed Victualler, Ship Tavern, Little Tower-st. April 17, at 2, and May 19, at 12; Basinghall-st. Com. Holroyd. *Off. Ass. Edwards. Sols.* Taylor, 4 Scott's-yard, Bush-la, Cannon-st. *Pet. April 1.*

JOHNSON, JOHN, Store, Grate, and Fender Manufacturer, Derby. April 21 and May 12, at 10.30; Nottingham. Com. Balcay. *Off. Ass. Harris. Sols.* Helm, Derby. *Pet. Mar. 31.*

MARRIOTT, THOMAS (Thomas Marriott & Co.), Tailor, Nottingham. April 21 and May 12, at 10.30; Nottingham. Com. Balcay. *Off. Ass. Harris. Sols.* Cowley, Nottingham. *Pet. Mar. 31.*

ROBINSON, JOHN, & CHARLES ROBINSON, Woollen Cloth Merchants, Leeds. April 17 and May 8, at 11; Leeds. Com. West. *Off. Ass. Young. Sols.* Naylor, Leeds. *Pet. Mar. 21.*

ROBSON, JOSEPH OSWALD, Carpenter and Builder, 29 and 30 Castle-st. East, Oxford-st. April 22, and May 18, at 12; Basinghall-st. Com. Goulburn. *Off. Ass. Nicholson. Sols.* Chidley, 10 Basinghall-st. *Pet. Mar. 31.*

RODGERS, EDWIN, Grocer, Walsal, Staffordshire. April 15, and May 4, at 10.30; Birmingham. Com. Balcay. *Off. Ass. Whitmore. Sols.* Knight, Birmingham. *Pet. Mar. 28.*

TREVETHICK, WILLIAM, Timber Merchant, Lincoln. April 29 and May 27, at 12; Kingston-upon-Hull. Com. Ayrton. *Off. Ass. Carrick. Sols.* Tweed, Lincoln. *Pet. Mar. 31.*

WILLIAMS, JOSEPH, Tailor, 4 Rochester-ter., Vauxhall-bridg-rd. April 15, at 2, and May 12, at 1; Basinghall-st. Com. Fonblanque. *Off. Ass. Stanfield. Sols.* Sorrell, 60 Mark-la. *Pet. April 2.*

BANKRUPTCIES ANNULLED

TUESDAY, March 31, 1857.

BASKERVILLE, GEORGE, Innkeeper, Talk-on-the-Hill, Staffordshire. Mar. 20.

FRIDAY, April 3, 1857.

DUCKWORTH, HENRY, Cotton Spinner, Glen Top Mill, Newchurch, Forest of Rossendale, Lancashire. April 1.

MEETINGS.

TUESDAY, March 31, 1857.

BARFOOT, JOHN, Cattle and Sheep Salesman, North Stoneham, Hants. April 23, at 2.30; Basinghall-st. Com. Holroyd. *Dir.*

BLACKMORE, ALFRED, Hosier, 80 High-st., Shoreditch. April 23, at 2.30; Basinghall-st. Com. Goulburn. *Dir.*

BRIDGES, HANSARD JACKSON, Brewer, Vauxhall-brewery, Wandsworth-rd., Surrey; and Stowmarket, Suffolk. April 21, at 2; Basinghall-st. Com. Fonblanque. *Final Dir.*

EDWARDS, THOMAS, China and Glass Dealer, 26 Everholt-st., Oakley-sq., St. Pancras. April 21, at 1; Basinghall-st. Com. Fonblanque. *Dir.*

HEATHFIELD, WILLIAM EAMES, & WILLIAM ABBURROW, Manufacturing Chemists, Princes-sq., Finsbury. April 21, at 2.30; Basinghall-st. Com. Holroyd. *Dir.*

HEMINGWAY, KEBURN, Merchant, Liverpool. April 23, at 11; Liverpool. Com. Stevenson. *Adj. Dir.*

HODGSON, CONBERT, & WILLIAM ATCHESON, Timber Merchants, Sunderland. April 24, at 12; Newcastle-upon-Tyne. Com. Ellison. *Dir.*

KING, SAMUEL, & CHARLES KING, Wheelwrights and Builders, Berks. April 21, at 12.30; Basinghall-st. Com. Fonblanque. *Dir. Joint est.*, and sep. ests. of S. King and C. King.

LANGRIDGE, JOHN WILLIAM, Stay Maker, 79 Bull-st., Birmingham. April 24, at 11.30; Birmingham. Com. Balcay. *Dir.*

OVERBURY, JOHN, Woollen Warehouseman, Frederick's-pl., Old Jewry. April 22, at 11.30; Basinghall-st. Com. Goulburn. *Final Dir.*

PEARCE, WILLIAM (W. Pearce & Co.), Coal Merchant, Derby. April 23, at 10.30; Nottingham. Com. Balcay. *Dir.*

SALVO, FRANCISCO DE, Merchant, 150 Leadenhall-st. April 22, at 2; Basinghall-st. Com. Fonblanque. *Dir.*

SEPPINGS, EDWARD, Victualler, Cromer, Norfolk. April 21, at 1; Basinghall-st. Com. Fonblanque. *Final Dir.*

STEVENS, JOHN HENRY, Engraver, 5 Great Wild-st., Lincoln's-inn-fields. April 21, at 11; Basinghall-st. Com. Fonblanque. *Dir.*

TAYLOR, JOSEPH SPOONER, & JOSEPH MARSDEN, Ironfounders, Derby. April 28, at 10.30; Nottingham. Com. Balcay. *Dir.*

WOOLLETT, WILLIAM HENRY, & JOHN FREDERICK SAMPFORD WOOLLETT (Woollett & Nephew), Ship and Insurance Agents, 1 Lime-st.-sq. April 23, at 11; Basinghall-st. Com. Holroyd. *Dir. sep. est. of W. H. Woollett.*

WRIGHT, HENRY (H. Wright & Co.), Miller, 9 Narrow-st., Limehouse. April 21, at 11; Basinghall-st. Com. Evans. *Dir.*

FRIDAY, April 3, 1857.

ALLOTT, JOHN, Banker, New Miller Dam, Sandal Magna, Yorkshire. April 24, at 11; Leeds. Com. West. *Dir.*

BLAKELY, EDWARD, Linnen Draper, Conduit-st., Regent-st., and of Norwich. April 25, at 11.30; Basinghall-st. Com. Fane. *Dir.*

BOLLIN, ROBERT HENRY, Carriage Builder, King's Lynn, Norfolk. April 24, at 11.30; Basinghall-st. Com. Goulburn. *Dir.*

BROWN, GEORGE ODGEN, Timber Merchant, Sheffield. April 25, at 10; Sheffield. Com. West. *Dir.*

COOPER, CHARLES, Grocer and Cheesemonger, High-st., Wandsworth. April 21, at 12; Basinghall-st. Com. Evans. *Last Est.*

DOEG, WILLIAM, & JOHN SKELTON, Timber Merchants, Newcastle-upon-Tyne. April 29, at 11; Newcastle-upon-Tyne. Com. Ellison. *First dir. of joint est.*; and *first*, sep. est. of W. DOEG, at 11.30.

GANDEE, HENRY, Licensed Victualler, Catherine Wheel Inn, Catherine Wheel-yd., 191 High-st., Borough. April 23, at 1; Basinghall-st. Com. Goulburn. *Last Est.*

GREIG, JOHN PETER MORLAND, Cabinetmaker, 21 Bartlett's-bldgs., Holborn, and Wheatsheaf-yd., Farringdon-st. April 23, at 12; Basinghall-st. Com. Goulburn. *Prof. Debts.*

HAGEN, BERNARD, Merchant, 23 Aldermanbury. April 24, at 12; Basinghall-st. Com. Evans. *Dir.*

HODGE, JOHN SCAIFE, Miller, Pocklington, Yorkshire. April 24, at 11; Leeds. Com. West. *Dir.*

HOOK, SAMUEL, Paper Manufacturer, Tovill, Maidstone; and Chalford, Stroud, Gloucestershire, Silk Throwster. April 24, at 2.30; Basinghall-st. Com. Goulburn. *Dir.*

OVER, EDWARD, Oil and Colourman, 1 Barossa-ter., Cambridge-rd., Bethnal-green. April 25, at 11.30; Basinghall-st. Com. Fane. *Dir.*

POTTER, WILLIAM, Grocer, Ellersbarn, North Riding, Yorkshire. April 24, at 11; Leeds. Com. West. *Dir.*

REEVE, WILLIAM, Engineer, 20 Albion-st., Caledonian-rd., Middlesex. April 24, at 2; Basinghall-st. Com. Goulburn. *Dir.*

RIDGE, GEORGE, & THOMAS JACKSON, Stationers and Booksellers, Sheffield. April 23, at 10; Sheffield. Com. West. *Dir. Joint est.*; and sep. est. of G. Ridge.

SEARLE, CRANSON, Baker, Warwick-st., Pinlico. April 24, at 12; Basinghall-st. Com. Evans. *Dir.*

STEPHENS, JOHN PROUT DAVIS, Wine Merchant, 4 Brabant-ct., Philpot-la. April 27, at 11; Basinghall-st. Com. Goulburn. *Dir.*

TAPLING, GEORGE (Scotch & Yorkshire Spinning Co.), Carpet Warehouseman, 110 Wood-st., Cheapside. April 27, at 2; Basinghall-st. Com. Goulburn. *Final Dir.*

TINGEY, WILLIAM, Warehouseman, 194 Tottenham-ct.-rd.; and Richmond, Surrey; and Portland-ter., Notting-hill, Baker. April 24, at 12; Basinghall-st. Com. Goulburn. *Dir.*

VON DADRLESEN, EDWARD, Metal Broker, Liverpool. April 27, at 11; Liverpool. Com. Perry. *Dir.*

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. April 25, at 11; Basinghall-st. Com. Fane. *Dir.*

WOODALL, GEORGE, Grocer, Carlisle. April 29, at 11.30 Newcastle-upon-Tyne. Com. Ellison. *Dir.*

DIVIDENDS.

TUESDAY, March 31, 1857.

ACKROYD & ROWLES, Carpenters, King-st., Long-acre. Second, 3s. 7d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

APLETREE, MARY ANN, Innkeeper, Slow-on-the-Wold. First, 2s. Acraman, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

BRAY, BENJAMIN, & WILLIAM BRAY, Nursery Gardeners, Okehampton, Devon. Fur. div. 3d. Hirtzel, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

BULLER, R. J. (an Insolvent Debtor), Coleford. Second, 1s. 6d. Acraman, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

CHATTERTON, THOMAS, Baker, Rye, Sussex. 9d. on acc. of first div. of 20s. Whitmore, 2 Basinghall-st.; any Wednesday, 11 & 3.

COLBORNE, JAMES HATWARD, Poole. First, 2d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

DAGNALL, WILLIAM BLACKNOCK, Rope, Line, and Twine Manufacturer, 55 Wood-st. First, 2d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

DAWSON, JOHN, Tobaccoist, 143 High-st., Shadwell. Second, 2d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

DELLAGANA, JAMES, & BARTHOLOMEW DELLAGANA, Stereotype Founders and Artificial Flower Seeds Manufacturers, 61 Red Lion-st., Clerkenwell. First, 1s. 5d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

FOOKS, JOHN, Brewer and Malster, Sherborne, Dorset. Fur. div., 7s. 7d. Hirtzel, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

GRIFFELL, RICHARD, & RICHARD LUSCOMBE, Wholesale Grocers, Tavistock, Devon. Fur. div., 3s. 1d. sep. est. R. Griffell, Hirtzel, Queen-st., Exeter; any Tuesday or Friday, 11 & 2.

HONEY, MAXFIELD, Grocer, Maidstone. Second, 4d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

HOOVER, CHARLES SAXON (trading with Ralph Addison), Laurence Pountney-lane. First, 8s. 4d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

HORLEY, HENRY, Horse-dealer, Leamington Priors, Warwickshire. First, 2s. 3d. Christie, 37 Waterloo-st., Birmingham; any Thursday, 11 & 3.

JOHNSON, RICHARD WILLIAM, Wine and Spirit Merchant, Gloucester. Second, 6d. Acraman, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

MARSHALL, DAVID, Tailor, Bristol. Second, 5s. Acraman, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

PEARCE, BENJAMIN WORKMAN, Builder, Bayham-terrace, Camden-town. First, 3s. 6d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

PEARCE, WILLIAM HENRY (trading with John Robert Pease and William Henry Thompson), Wine Merchant, Ingram-st., Fenchurch-st., and 42 Lime-st. First, 20s. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

POLGLASE, RICHARD JENKIN, Millwright, 80 Borough-rd., and 3 Jupp's-ter., Commercial-rd. East. Second, 10d. Whitmore, 2 Basinghall-st.; any Wednesday, 11 & 3.

ROBERTS, JAMES, Wood and Timber Merchant, Coal Harbour, Blackwall. Second, 4d. Whitmore, 2 Basinghall-st.; any Wednesday, 11 & 3.

ROLLASON, DAVID, & BENJAMIN ROLLASON, Ironmasters, Bilston, Staffordshire. First, 1s. 8d. joint est.; first, 4s. 4d. sep. est. of D. Rollason; first, 2s. 4d. sep. est. of B. Rollason. Whitmore, 2 Waterloo-st., Birmingham; any Friday, 11 & 3.

WHITTINGHAM, JOHN (Black & Whittingham), Broker, Liverpool. Second, 3s. 8d. sep. est. Turner, 53 South John-st., Liverpool; any Wednesday, 11 & 2.

WIKMAN, WILHELM, Ship Chandler, 103 Minorities. First, 2s. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

WILLIAMS, WILLIAM, sen., Banker, Newport. Fourth, 1d. sep. est. Acraman, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

WILLIAMS, WILLIAM, jun., Banker, Newport. Fourth, 1d. sep. est. Acraman, 19 St. Augustine's-parade, Bristol; any Wednesday, 12 & 2.

WILKS, MICHAEL, Fire-wood Manufacturer, Shot Tower Wharf, Lambeth. First, 6d. Pennell, 3 Guildhall-chambers; any Tuesday, 11 & 2.

FRIDAY, April 3, 1857.

COXON, HENRY, Bookseller, South Shields. First, 1s. 4d., on new proofs only (being in part of 3s. previously declared) on debts proved since 6th August last. Baker, Royal-arcade, Newcastle-upon-Tyne; any Saturday, 10 & 3.

HAMMOND, ROBERT, Builder, Ripon. Second, 2d. Young, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

HARDACRE, THOMAS, Draper, Settle. First, 4s. Young, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

HARGREAVES, JAMES HENRY, Sharebroker, Leeds. First, 2d. Young, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

HARRISON, JAMES, Commission Agent, Huggin-lane. First, 2s. Graham, 25 Coleman-st., London; April 9, and three following Thursdays, 11 & 2.

HATFIELD, JOHN ALFRED, Draper, Bradford. First, 5s. Young, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

SHAW, JOHN, & SON, Worst Spinnors, Halifax. Second, 3s. 4d., joint est., and 20s. sep. est. of John Shaw. Young, 5 Park-row, Leeds; any day except Saturday, 11 & 2.

CERTIFICATES.

To be ALLOWED, unless Notice be given, and Cause shown on Day of Meeting.
TUESDAY, March 31, 1857.

BRYANT, WILLIAM, Boot and Shoe Maker, Stratford, Essex. April 23, at 2; Basinghall-st.

CLARK, SAMUEL, Grocer, Ashton-under-Lyne, Lancashire. April 21, at 12; Manchester.

GIFFORD, SAMUEL, Sail Cloth and Canvas Merchant, 72 Mark-lane. April 22, at 1; Basinghall-st.

GILBERT, JAMES, Contractor, Manchester. April 21, at 12; Manchester.

HAMMOND, WILLIAM PARKER, Shipowner, Scott's-yd., Bush-lane. April 28, at 1:30; Basinghall-st.

HARRISON, RICHARD, & JOHN JAMES COLE, Barge Builders, Twig-folly, St. Matthew's, Bethnal-green. April 23, at 2; Basinghall-st.

KINGSTON, WILLIAM, Linen Draper, 21 Bridge-rd., Lambeth, Surrey. April 22, at 2; Basinghall-st.

LEVI, HYAM, Clothier, Liverpool. April 23, at 11; Liverpool.

PEACH, WILLIAM, Coal Merchant, Derby. April 21, at 10:30; Nottingham.

PERVANOGLU, JOHN ANOS, Merchant, 11 Union-st., Old Broad-st. April 23, at 2; Basinghall-st.

PILLEY, WILLIAM, Tailor, 9 Aldermanbury. April 23, at 11; Basinghall-st.

FRIDAY, April 3, 1857.

BAKER, RICHARD, Merchant, 31 Lime-st. April 25, at 11; Basinghall-st.

BANKS, FREDERICK LAWSON, & ROBERT DAWSON, Common Brewers, Sheffield. April 25, at 10; Sheffield.

BARCLAY, DAVID, Leather Manufacturer, 17½ Richardson-st., Long-lane, Bermondsey, and 67 Long-lane, Bermondsey. April 25, at 11:30; Basinghall-st.

CARPENTER, RICHARD, Licensed Victualler, Museum Tavern, Museum-st., Bloomsbury. April 25, at 1; Basinghall-st.

DAVISON, JOHN, Anchor and Chain Smith, Kingston-upon-Hull. April 29, at 12; Kingston-upon-Hull.

DICKINSON, WILLIAM HENRY, Joiners' Tool and Table Knife Manufacturer, April 25, at 10; Sheffield.

JEWELL, HENRY, Clothier, 3 High-st., Shadwell, and 35 St. George's-st.-east. April 24, at 11; Basinghall-st.

KNIGHT, JOHN PETER, Hop and Seed Merchant and Brewer, Hibernia Chambers, Southwark, and Kent Brewery, York-st., Pentonville. April 27, at 11; Basinghall-st.

LAWRENCE, JOSEPH THOMAS, Upholsterer, 93 Shoreditch. April 27, at 12:30; Basinghall-st.

OLDHAM, JOHN, Cutler, 36 Long Acre. April 27, at 1:30; Basinghall-st.

PORTER, ELEANOR, Grocer, High-st., Newmarket. April 25, at 11; Basinghall-st.

PRUDHOE, ROBERT, Grocer, Durham. April 24, at 11; Newcastle-upon-Tyne.

SCHIELMAN, ADOLPHUS, General Merchant, 8 George-st., Minorities, and 6 New Broad-st. April 25, at 12; Basinghall-st.

SKINVER, THOMAS, Electro-Plater, Sheffield. April 25, at 10; Sheffield.

SMITH, JAMES HENRY, Corset-maker, 238 Oxford-st., and 54 Connaught-ter., Hyde-pk. April 25, at 11:30; Basinghall-st.

WESTRUP, WALTER, & THOMAS MARTIN COCKSEGE, Millers, New Crane, Shadwell, and Northfleet, Kent; on application of W. Westrup. April 28, at 11; Basinghall-st.

WOODALL, GEORGE, Grocer, Carlisle. April 29, at 11:30; Newcastle-upon-Tyne.

To be DELIVERED, unless APPEAL be duly entered.

TUESDAY, March 31, 1857.

CLARKE, JOSEPH HENRY, Hatter, Leicester. Mar. 24, 2nd class.

DAYE, GEORGE, Plumber, 93 Murray-st., New North-rd. Mar. 24, 2nd class.

DAWSON, JOHN RICHARD, Hotel-keeper, West Cowes, Isle of Wight. Mar. 23, 3rd class; to be suspended for six months from Mar. 23.

DOUGHTY, JOHN, Builder, Castle Donington, Leicestershire. Mar. 24, 3rd class; after a suspension of six months.

GASKIN, WILLIAM, Builder, Croydon. Mar. 25, 2nd class.

GELSTHORPE, JOSEPH, Builder, Nottingham. Mar. 24, 2nd class.

GLAZE, JAMES GILLIVER, Law and General Stationer, 18 Series-pl. Mar. 21, 2nd class; after a suspension of six months.

HAGELL, THOMAS, Builder, Sherstone, Staffordshire. Mar. 30, 3rd class.

HAWKINS, GEORGE, Olman, 11 Eden-pl., Old Kent-rd. Mar. 24, 2nd class.

JENKINS, EDWARD, Draper, Birmingham. Mar. 30, 3rd class; after a suspension of two months.

PAWLEY, CHARLES, Builder, 19 Stock Orchard-crsct., Holloway. Mar. 21, 2nd class; after a suspension of three months.

PINCHES, THOMAS, Builder, Walsall, Staffordshire. Mar. 30, 3rd class.

SHOVE, DAVID, Tallow Chandler, Croydon. Mar. 25, 2nd class; to be suspended for three months.

SOLOMON, GEORGE NATHANIEL, Merchant, 14 Euston-pl., New-rd. Mar. 23, 2nd class.

STEVENSON, JAMES, Vauxhall-brewery, Wandsworth-rd. Mar. 23, 3rd class; to be suspended for seven months from Nov. 5, 1856.

TRINNET, THOMAS HENRY, Woollen Draper, Perranporth, Cornwall. Mar. 26, 1st class.

WILSON, KNOWLTON, Surgeon, Sheffield. Mar. 21, 2nd class.

FRIDAY, April 3, 1857.

CLARKE, FREDERICK JAMES, Baker, Clapham, Surrey. Mar. 28, 2nd Class.

FUTVOYE, FREDERICK, Jeweller, 226 Regent-st. Mar. 24, 2nd Class, after a suspension of 6 mos.

HEATHFIELD, EAMES WILLIAM, & WILLIAM ABURROW, Manufacturing Chemists, Princes-sq., Finsbury. Mar. 24, 2nd Class to each.

Insolvents.

PETITIONS to be heard at the COUNTY COURTS.

TUESDAY, March 31, 1857.

ALLEN, ROBERT BENSON, Artist, 12 Station-st., Middlesbro', Yorkshire. (formerly of the Queen-inn, Stockton-upon-Tees). April 14, at 10; Stockton.

ASTON, WILLIAM, Hat Manufacturer, 11 Phippen-st., Bristol. May 13, at 10:30; Bristol.

BEEVER, HENRY, Weaver, High Royd, Honley, Yorkshire. April 16, at 11; Holmfirth.

BIRKINSHAW, THOMAS, Boot and Shoe Maker, Market-pl., Durham. April 9, at 10; Durham.

CARTER, JOHN HUNTER, Commission Agent, Western-hill, Durham. April 9, at 10; Durham.

CANTHORNE, THOMAS, Boot and Shoe Maker, Balderton, Nottinghamshire. April 22, at 9; Newark.

CLOKE, JOHN SPENCER, Plumber, 13 St. Margaret's-st., Canterbury. April 17, at 10; Canterbury.

CONSTANCE, SAMUEL, Boot and Shoe Maker, Longhope, Gloucestershire. April 16, at 10; Gloucester.

GRAY, JOSEPH, Journeyman Cabinetmaker, Balldon Wood Bottom, Bradford, Yorkshire. April 13, at 11; Otley.

GRIFFITHS, JOHN, Innkeeper, Llandilo, Montgomeryshire. April 14, at 11; Llandilo.

HODSON, BARTHOLOMEW, Carrier, Park-st., Walsall, Staffordshire. April 16, at 10; Walsall.

JAKEWAY, GEORGE, Writing-clerk, Falkner-st., Barton St. Mary, Gloucestershire. April 16, at 10; Gloucester.
 JAMES, THOMAS, Innkeeper, Boot-inn, Cwm Ryddich, Aberystwith, Monmouthshire. April 21, at 12; Tredegar.
 LEMAN, CHARLES, Baker, 2 Northgate-st., Canterbury. April 17, at 10; Canterbury.
 RINDER, THOMAS, Paver, 10 Victoria-rd., South Shields. April 23, at 10; South Shields.
 SANDERS, MAURICE, Removing Officer, and Inspector of Common Lodging-houses, 3 St. Peter's-pl., Canterbury. April 17, at 10; Canterbury.
 TURNER, THOMAS, Horse-dealer, 3 Worcester-st., Gloucester. April 16, at 10; Gloucester.

FRIDAY, April 3, 1857.

ATKINS, SAMUEL, Provision Dealer, Bridge-st., Denbighshire. April 9, at 11; Denbigh.
 BARLOW, GEORGE, Boot and Shoe Maker, Churton, by Farndon, Cheshire. April 23, at 10; Chester.
 DAVIES, HENRY, Carman, Cae Bricks, Glamorganshire. April 22, at 10; Swansea.
 DAVIES, THOMAS, Shoemaker, Higher Kinnerton, Flintshire. April 29, at 10; Chester.
 ELLIS, EDWARD, Joiner and Builder, Charles-st., Bishop's-fields, Hoole, Cheshire. April 29, at 10; Chester.
 EVANS, DAVID, Innkeeper, Railway Tavern, Whitland, Llangan, Carmarthen. April 25, at 10; Narbeth.
 FULLFORTH, ROBERT, Jun., Baker, 7 St. Margaret's-st., Canterbury. April 17, at 10; Canterbury.
 GRIFFITHS, JAMES, Journeyman Gun-smith, Holloway Bank, West Bromwich, Staffordshire. April 18, at 10; Oldbury.
 GRIFFITHS, THOMAS, Mason, Cefncae, Aberavon, Glamorganshire. April 20, at 10; Neath.
 GUTTERIDGE, JOHN, Sinker and Butty Collier, Swan Village, Sedgley-rd., Sedgley, Staffordshire. April 17, at 10; Dudley.
 HANDLEY, CHARLES, Attorney and Solicitor, Church-st., Warwick. April 21, at 10; Warwick.
 HUGHES, MATTHEW, Boat-builder, Castle-st., Upper-green, Tipton. April 17, at 10; Dudley.
 HIGGINS, SAMUEL, Boatloader, Chapel-st., Monmore-green, Wolverhampton. April 21, at 10; Wolverhampton.
 JAMES GEORGE, Baker, Old Bradwell, Buckinghamshire. April 23, at 11; Newport Pagnel.
 JONES, DAVID, Woollen Manufacturer, Swansea, Glamorganshire. April 22, at 10; Swansea.
 LEWIS, HENRY, Saddler, Llantwit-Major, Glamorganshire. April 17, at 10; Bridgend.
 ROBINSON, THOMAS, Consulting Engineer, Wellington-rd., Dudley; and carrying on a certain undertaking in copartnership with BAILEY SHERWOOD, NEWMAN SHERWOOD, RICHARD KIRKMAN LANE, WILLIAM SHERWOOD, & JOHN CORNELIUS GOODMAN (the Vigna and Clogau Copper Mining Company). April 17, at 10; Dudley.
 TATTAM, ANN, Grocer, Simpson; also at Fenny Stratford, Buckinghamshire. April 23, at 11; Newport Pagnel.

PRISONERS' PETITIONS to be heard at the COUNTY COURTS.

TUESDAY, March 31, 1857.

ANEY, JOHN, out of business, 14 Temple-st., Brighton (formerly of 1 West-st., Grocer). April 14; Lewes.
 BAKER, WILLIAM BRICKLEY, out of business, Bell Inn, Canterbury (formerly Agent to various Companies). April 17, at 10; Canterbury.
 CROFT, THOMAS, Needle Manufacturer, Hunt End, Feckenham, Worcestershire. April 15, at 10; Worcester.
 DAVIES, JOHN, Chemist and Druggist, Merthyr Tydvil. April 15; Cardiff.
 EDWARDS, DANIEL, Attendant at a Bowling-alley, Bute-st., Cardiff. April 15; Cardiff.
 GARRARD, GEORGE, Boat-builder, Chelmondiston, Suffolk. April 16, at 10; Ipswich.
 GOREHAM, CHRISTMAS, Coach-builder, Ditches, Great Colman-st., Ipswich. April 16, at 10; Ipswich.
 GUNN, JOHN BRAY, Fishmonger, 84 St. James's-st., Brighton. April 14; Lewes.
 HALL, SAMUEL EDWARD, out of business, 13 Lewes-st., Brighton (formerly of the City of London Inn, London-st., Brighton, Licensed Victualler). April 14; Lewes.
 HETHERINGTON, WILSON, Batistier-at-Law, Rose Hotel, Canterbury; and 2 New-st., Lincoln's-inn. April 17, at 10; Canterbury.
 LINSTED, WILLIAM, Horsekeeper, Chalk Farm, Richmond-st., Brighton. April 14; Lewes.
 MAW, THOMAS, Millwright, 90 London-rd., Brighton. April 14; Lewes.
 PEFFANO, GEORGE, Assistant to a Ship Chandler, Cardiff. April 15; Cardiff.
 SPAIN, WILLIAM THOMAS, Clerk in the War Department, Tower of London, 24 Brampton-row, Knightsbridge (late of Ipswich). April 16, at 10; Ipswich.

MEETINGS.

TUESDAY, March 31, 1857.

BRADSHAW, JOHN, Esq., deceased, formerly of Lancaster, afterwards of Carmel. April 18, at 11, at the office of Mr. Robinson, Solicitor, Lancaster; to authorise a compromise; and to complete or rescind a contract, &c.
 FAULDS, ANDREW, Manager and Agent to Coal Works, Stafford Arms Inn, Stainborough, Yorkshire. April 23, at 11; Leeds. *Dis.*
 KITCHEN, WILLIAM, Clothier, Dewsbury, Yorkshire. April 23, at 11; Leeds. *Dis.*
 ROBINSON, WILLIAM, sen., Labourer, Doncaster-rd., Barnsley, Silkstone, Yorkshire. April 23, at 11; Leeds. *Dis.*

FRIDAY, April 3, 1857.

PHILLIPS, THOMAS, Melleston, Monkton, Pembrokeshire. April 27, at 10.15; Pembroke. *Adj. cr.*

DIVIDENDS.

TUESDAY, March 31, 1857.

At PROVISIONAL ASSIGNEE'S OFFICE, 5 PORTUGAL-ST., between 11 and 3.
 ABRAHAM, WILLIAM, Chemist and Druggist, Crewe, Cheshire. 3s.
 BEARD, FRANCIS CARR, Surgeon, 44 Welbeck-st., Cavendish-sq. 5d.

BELAMY, OBADIAH, Relieving Officer, 4 Clayland-pl., Trigon-rd., Surrey. 12s. 2d., making 20s.
 DILLON, CHARLES JAMES, Comedian, 1 Shepherdess-walk, City-rd. 3s. 2d.
 ELDER, JAMES MORRISON, Saddler, 6 Calthorpe-pl., Gray's-inn-rd. 7d.
 FOXTON, JOHN, Farmer, Riccal-house, Nunnington, Helmsley, Yorkshire. 7d., making 4s. 7d.
 KING, JOSEPH, Millster, Hambrook, Gloucestershire. 2s. 6d., making 4s. 3d.
 LAWRENCE, WILLIAM, Clerk in her Majesty's Stationery Office, 109 Park-st., Chmden-town. 4s. 2d., making 8s. 9d.
 MAINTDALE, THOMAS, Clerk in Somerset-house, 14 Bedford-st., Burton-croft. 2s. 8d., making 10s. 7d.
 SPRATT, JOHN ELDRIDGE, Surgeon, 3 Langham-pl., Portland-pl., Marylebone. 10d.
 STANLEY, JOHN, Grocer, High-st., Kenilworth, Warwickshire. 9d.

FRIDAY, April 3, 1857.

BADDOCK, JOHN, at Registrar's Office, Aylesbury. Any day, 10 and 4. 7d.
 CARTER, THOMAS, County Court Office, Horncastle. Any day, 10 and 4. 1s. 6d.
 MARSHALL, ROBERT, County Court Office, Horncastle. Any day, 10 and 4. 11d.

Assignments for Benefit of Creditors.

TUESDAY, March 31, 1857.

CARRIER, THOMAS, General Dealer, Wolverhampton. Mar. 11. *Trustee*, W. Williams, Haberdasher, Birmingham. *Sol.* Knight, Bennett's-hill, Birmingham.
 DENISON, SAMUEL, & GILES DENISON, Jun., Grocers, 128 Briggate, Leeds. Mar. 10. *Trustees*, G. Denison, sen., Farmer, Methley, Pontefract; & H. W. Peck, Tea Dealer, 21 Esplanade. *Sol.* Thackeray, Leeds.
 FROMOW, CHARLES EDWARD, Dispenser of Medicine, Worstead, Norfolk. Mar. 4. *Trustees*, H. R. Barnard, Farmer, Worstead; & J. Simpson, Harness Maker, North Walsham. *Sol.* Cubitt Sely, Worstead.
 JACOBS, WILLIAM, Cabinetmaker, Wincanton, Somersetshire. Mar. 27. *Trustees*, U. Jacobs, China Dealer, Wincanton; & T. Richards, Ironmonger, Wincanton. *Sol.* Welman Jillard, Wincanton.
 JENKINS, WILLIAM, Boot and Shoemaker, Wrexham, Denbighshire. Mar. 13. *Trustee*, M. Jones, Currier, Wrexham. *Sols.* James & Owen, Wrexham.
 JERVIS, JOSEPH, Baker, Rhosymedre, Ruabon, Denbighshire. Mar. 10. *Trustee*, E. Griffith, Auctioneer, Wrexham, Denbighshire. *Sols.* James & Owen, Wrexham.
 MORRALL, EDWARD, Wine and Spirit Merchant, Burton-upon-Trent, Staffordshire. Mar. 24. *Trustees*, J. Finlay, Brewer, Burton-upon-Trent; & T. Spooner, Surveyor, Burton-upon-Trent. *Sol.* Drewry, High-st., Burton-upon-Trent.
 MOSS, JOSEPH, Grocer, Ripley, Derbyshire. Mar. 24. *Trustees*, H. Millward, Grocer, Looe, Derbyshire; & S. Cooper, Ripley; & C. Grosmith, Miller, Derby; & J. G. Bowes, Miller, Langley Mill, Derbyshire. *Sol.* Jessop, Alfreton.
 REDMAYNE, JOHN PEACOCK, Cotton Manufacturer, Blackburn, Lancashire. Mar. 21. *Trustees*, T. Lund & W. B. Westall, Commission Agents, Blackburn. *Sols.* Wilkinsons, Blackburn.
 THIRTELL, SAMUEL FARBER, Draper, Colsterworth, Lincolnshire. Mar. 11. *Trustees*, G. Dawbarn, General Trader, Wisbech St. Peter's, Cambridgeshire; & W. Frait, Lowestoft, Suffolk. *Sols.* Wise & Dawbarn, March.
 WATERMAN, WILLIAM HENRY, Stationer, 36 Mansion House-st., Kennington-rd., Surrey. Feb. 2. *Trustee*, W. Waterman, Bricklayer, 8 Mansion House-st., Kennington-rd. *Sol.* Holt, 13 Chatham-pl., Blackfriars.
 WILSON, JOHN, Currier, Deddington, Oxfordshire. Mar. 7. *Trustee*, H. Churchill, Gent., Deddington. *Sols.* Field & Churchill, Deddington.

FRIDAY, April 3, 1857.

BUNYAN, THOMAS, Watchmaker, Manchester. Mar. 5. *Trustees*, J. Emanuel, Wholesale Jeweller, Birmingham; & T. Howard, Watchmaker, Kirkdale, Lancashire. *Sol.* Welsh, Manchester.
 COULTHURST, THOMAS, Joiner and Builder, Preston, Lancashire. Mar. 11. *Trustees*, J. Rutherford, Timber Merchant, Preston; & C. Seward, Ironmonger, Preston. *Sol.* Darley, 1 Lune-st., Preston.
 GRAY, ROBERT, & ROBERT TIDLADY, Curriers, Durham. Mar. 12. *Trustees*, W. Hooper, Leather Merchant, 23 Road-la; & G. Angus, Leather Merchant, Newcastle-upon-Tyne; & J. W. Barnes, Bank Agent, Durham. Indenture lies at residence of J. W. Barnes, Durham.
 HAMER, HENRY, Draper, Clapton. Mar. 27. *Trustees*, W. Morley, Jun., Warehouseman, Gutter-la; & T. W. Elstob, Warehouseman, Wood-st. *Sol.* Jones, 15 Sise-la.
 MELLOR, WILLIAM, & JOHN MELLOR, Cotton Spinners, Croston, Lancashire. Mar. 23. *Trustees*, R. Lowe, Baker, Preston; & J. Sutcliffe, Commission Agent, Manchester; & A. Watkin, Commission Agent, Manchester. *Sol.* J. W. Mellor, Church-la, Oldham.
 MOOR, JOHN, Salmaker, Mitley, Essex. Feb. 7. *Trustees*, R. Duke, Merchant, 31 Lower East Smithfield; & J. Porter, Rope Manufacturer, Rotherhithe. *Sol.* Abell, Colchester.
 NEW, WILLIAM MOSER, Hosier, Birmingham. Mar. 6. *Trustees*, I. English, Manufacturer, Manchester; & W. H. Gregory, Manufacturer, Birmingham. *Sols.* Benson & Sargent, Birmingham.
 OUSTON, RICHARD, Fruit Merchant, Kingston-upon-Hull. Mar. 10. *Trustees*, E. W. English, Bank Manager; & J. Bewick, Merchant; & M. Whitfield, Merchant; all of Kingston-upon-Hull. *Sols.* Levett & Champney, Kingston-upon-Hull.
 PROCTER, HENRY, Victualler, Nag's Head Public-house, James-st., Covent-garden. Mar. 25. *Trustees*, J. Scott, Gent., Grove-rd., Mile End. *Sols.* Fry & Loxley, 80 Cheapside.
 STICKLEY, GEORGE, Grocer and Draper, Horley, Surrey. Mar. 17. *Trustees*, J. Blundell, Builder, Horley; & C. Constable, Miller, Horley. *Sol.* G. C. Morrison, Reigate.

Partnerships Dissolved.

TUESDAY, March 31, 1857.

BINGHAM, THOMAS, & HUGH STEWART BINGHAM, Corn Brokers, Liverpool. Debts received and paid by T. Bingham. Mar. 10.
 BRIGGS, WILLIAM, & JOHN VICKREMAN, Worsted Spinners and Stuff Manufacturers, Damhead Mill, Northowram, Halifax, and elsewhere. Mar. 26.

CORDEBOT, WILLIAM, & GEORGE CORDEBOT, Surveyors, 98 High-st., St. Marylebone. Debts received and paid by W. Cordebot. Mar. 28.

FISCH, THOMAS SPARHAM, & ARTHUR LISTER, Woolstaplers, Bradford, Yorkshire. Mar. 28.

GREENWOOD, JOHN EDWARD, Liverpool, in England, SIMON FITCH BARRS, & DANIEL KIRTLAND HARRIS, Halifax, Nova Scotia (J. E. Greenwood & Co.), Merchants, Liverpool. Nov. 5.

GRIFFITH, JOHN CHALLAND, & WILLIAM HENRY FISHER, Wine and Spirit Merchants, Derby. Debts received and paid by Griffith. Mar. 26.

GRIFFITH, HENRY, & WILLIAM GRIFFITH, Jewellers, 51 Regent-parade, Birmingham. Debts received and paid by H. Griffith. Mar. 24.

HAWKINS, WILLIAM HENRY, GEORGE THOMAS SKINNER, & JAMES SKINNER, Stock and Share Brokers, 4 Angel-st., Throgmorton-st.; as regards G. T. Skinner. Mar. 30.

HOLGATE, JAMES, & JOSEPH HOLGATE, Cordwainers, Wildlington, Essex. Dec. 31.

JENKINS, RICHARD, & ROBERT DAY, Lightermen, Cardiff. Mar. 25.

LEAKE, HARRIET, & MARTHA LEAKE, Milliners, Shrewsbury. Mar. 25.

LIVERSEDGE, JOHN, & ROBERT SHEPHERD, Commission Agents, Liverpool, Bradford. Debts received and paid by Liveriedge. Mar. 25.

LODGE, RICHARD, JAMES LLOYD, & SPENCER BAUGH (Lloyd Bros. & Co.), Printers, 22 Ludgate-hill; as respects S. Baugh. Mar. 28.

LONG, OLIVER, & FRANCIS JAMES WATKINS, Floor-cloth Manufacturers, Bristol. Debts received and paid by Long. Mar. 26.

MOREWOOD, A., & MELLOR HETHERINGTON (A. Morewood & Co.), Galvanized Tinned Iron and Plumbic Zinc Merchants, Dowgate-dock, Upper Thames-st. Mar. 30.

MORRIS, THOMAS, & JIM MORRIS, Tailors, Hill-top, West Bromwich, Staffordshire. Mar. 25.

NOBLE, JOHN G., & MONTAGUE R. TODD, Attorneys and Solicitors, 8 New-inn, Strand. Mar. 27.

READ, BENJAMIN, & CHARLES GREAVES, General Ironmongers, Bradford, Yorkshire. Debts received and paid by Read. Mar. 27.

ROUSE, WILLIAM, JOSEPH SHEARD, JANE SAVILLE (executors and executrix of M. Sheard), JOHN ROUSE, & FREDERICK SHEARD, Colliers, Harthead and Liversedge, near Leeds. Debts received and paid by J. Rouse and F. Sheard. Mar. 3.

ROXBURGH, ALEXANDER, & DAVID ROXBURGH, Drapers, Victoria-ter, Dudley, Worcestershire. Debts received and paid by A. Roxburgh. Mar. 14.

SQUIRES, WILLIAM HENRY, & EDWARD CHARLES SQUIRES, Bone Boilers, White's-row, Baker's-row, Whitechapel. Mar. 30.

TOWNEND, WILLIAM, & GEORGE WOOD, Cardmakers, Robert-town, near Leeds. Debts received and paid by Townend. Mar. 25.

WILLIAMS, E., MAGDALENE EVANS, & EVAN EVANS (Smith & Co.), Drapers, Llanelly, Carmarthenshire. Mar. 25.

WILLIAMS, WILLIAM, of Nant Mill, Holywell, Flintshire, Miller and Mine Adventurer; EVAN WILLIAMS, of Aberystwith, Cardiganshire, Grocer; LEWIS EVANS, of same place, House Builder; HUGH MEYRICK PUGH, of Machynlleth, Montgomeryshire, Chemist and Druggist; & JOHN JONES, of Caerbohan, Machynlleth, Montgomeryshire, Farmer; as Miners, Shareholders, &c., in the Cwmrhafad Mine, Montgomeryshire, and Cefnecoch Mine, Cardiganshire. Mar. 11.

FRIDAY, April 3, 1857.

ANDERSON, WILLIAM, & W. J. ANDERSON, Commission Agents, Manchester. Mar. 10.

BERRY, JOHN FRANCIS, & ALFRED HENRY KEEP, Old Ferry Wharf, Chelsea. Mar. 31.

BOOTH, ROBERT, & MARY BOOTH (Executrix of John Booth), Manufacturers of British Gums, Hope-st., Salford, Lancashire. Debts received and paid by R. Booth. April 1.

BOSKOW, RICHARD, sen., & RICHARD BOSKOW, jun., Provision Dealers, Swan-st., Manchester; and FATHERS, Chat Moss, Barton-upon-Irwell, Lancashire. Debts received and paid by R. Boskow, sen. Mar. 31.

CARNE, THOMAS STEPHENS, & HENRY WILLIAMS MACKRETH, 65 Mark-la.; and Sierra Leone. Jan. 1.

CARTER, THOMAS, & WILLIAM PATE, Twine Spinners, Skipton, Yorkshire. Debts received and paid by Carter. Mar. 30.

CRIPPS, FREDERICK, & ALFRED LINDEP, Tailors, Worthing. Mar. 3.

EVERITT, REUBEN, & LEWIS EVERITT, Stanstead, Essex. Debts received and paid by R. Everitt. Mar. 9.

FRABY, GEORGE, & JOHN FRABY, Fruiterers, Manchester. Feb. 29.

FOX, SAMUEL, HENRY FOX, CHARLES FOX, SYLVANUS FOX, GEORGE SMITH FOX, & THOMAS FOX, jun., Bankers, Wellington, Somersetshire; as regards Samuel Fox & Sylvanus Fox. Feb. 28.

GOLIGHTLY, WILLIAM RALPH, & MATTHEW HIND, Grocers, Cassop Colliery, Durham. Debts received and paid by Golightly. April 1.

GOULD, WILLIAM ELLIS, & WILLIAM MANSFIELD GOULD, Carvets and Gliders, London-wall. Mar. 31.

GUNNER, JOHN, & EDWIN GUNNER, Lightermen, Tower-wharf. Mar. 31.

HAGGETT, WILLIAM, CHARLES BENSON, & GEORGE DENNIS POCKINGTON, Architects, Sherborne, Dorsetshire. Debts received and paid by Haggett. Mar. 27.

HEWLETT, CHARLES JAMES, & JOHN DONALD GODDARD, Wholesale Druggists, 6 Arthur-st. West. Mar. 31.

HOOD, JAMES, & THOMAS FILLINGS, Manufacturers, Loughborough, Leicestershire. Mar. 30.

HUNT, ALFRED SIMON, & MARTIN HERRMANN (Plomer, Hunt, & Co.), Merchants, Hamburg, and 67 Mark-lan. Debts received and paid by Hunt. Feb. 28.

JONES, JESSE, & WILLIAM HITCHCOCK, Drapers, 12 Albion-pl., and 1 Caledonian-pl., Battle-bridge. Mar. 30.

KIRBLE, WILLIAM, & GEORGE DYER, Jewellers, 90 Regent-st. and 22 Gracechurch-st. April 2.

KIDD, WILLIAM, & ROBERT KIDD (T. Kidd & Sons), Sail-canvas Manufacturers, Widnes, Lancashire. April 1.

MASON, THOMAS FRANCIS, & JAMES MASON, 114 Mount-st., Grosvenor-sq., and Hendon. Debts received and paid by T. F. Mason. April 2.

MORGAN, GEORGE, & WILLIAM LYON, Tea Dealers, Manchester and Standish. Debts received and paid by Lyon. Oct. 7.

MUDIE, MARGARET, JAMES MUDIE, GEORGE MUDIE, & ROBERT MUDIE, Stationers, 15 Coventry-st.; as related to Margaret Mudie and Robert Mudie. June 30, 1854.

MULLINS, WILLIAM, & EDWARD TURNER, Victuallers, Bank of England Public-house, 29 South Wharf-rd., Paddington. April 1.

NEILSON, ROBERT, & JOHN M'MILLAN, Sugar Refiners, Liverpool April 1.

NOBLE, JOHN G., & MONTAGUE R. TODD, Attorneys and Solicitors, 8 New-inn, Strand. Mar. 27.

PICKERING, JOSEPH, & EDWARD PICKERING, Contractors for Public Works and Railway Cartage Builders, 14 Chatham-pl., Blackfriars, and Genoa. Mar. 23.

RENAUD, JOHN, & JOHN MAUGHAN, Glass Manufacturers, Castle Glass-works, Dudley, Worcestershire. Debts received and paid by Renaud. Mar. 31.

ROBINSON, ALFRED, & ALFRED MURRAY ROBINSON, Attorneys-at-Law, Solicitors, and Conveyancers, 17 Orchard-st., Portman-sq. Mar. 31.

ROOKE, HENRY, LOUIS RHEINECK, JOHN OKELL, & GEORGE OKELL, Commission Merchants, 46 Fenchurch-st. Mar. 30.

SMITH, THOMAS, & JOSEPH SMITH, Linen and Woollen Drapers, Barnsley, Yorkshire. Debts received and paid by T. Smith. Sept. 1, 1856.

SPRIGG, ALLEN BROWN, & JOB DEACON, Linen and Woollen Drapers, Coventry and Bedworth, Warwickshire. Debts on account of Bedworth trade received and paid by Sprigg; on account of Coventry trade by Deacon. Mar. 31.

STEVENSON, JOHN, & JAMES BECK HORNER, Millers, Lincoln. Mar. 27.

WEBSTER, CHRISTOPHER MALING, HENRY ROBERT WEBSTER, & EDWIN GRAY, Hoopmen and Wire Rope Manufacturers, Deptford, Sunderland. Mar. 31.

WILLIAMS, MAURICE, & WILLIAM SMALLPAGE, Cotton Brokers, Liverpool. Mar. 31.

Creditors under Estates in Chancery.

TUESDAY, March 31, 1857.

HAWKLEY, WILLIAM (who died in Jan., 1856), Esq., Lowndes-st., Belgrave-sq. Creditors to come in and prove their debts on or before April 29, at the Master of the Rolls' Chambers.

LIMAN, THOMAS (who died in July, 1843), Gent., Great Stanmore, Middlesex. Creditors to come in and prove their debts on or before April 30, at the Master of the Rolls' Chambers.

RAWLINGS, JOSEPH (who died on Feb. 18, 1854), Esq., Albert-villa, Finchley-rd., St. John's-wood. Incumbrancers to come in and prove their debts and incumbrances on or before April 27, at the Master of the Rolls' Chambers.

RAWLINGS, FRANCES (who died on June 6, 1855), Widow, Albert-villa, Finchley-rd., St. John's-wood. Creditors and incumbrancers to come in and prove their debts and incumbrances on or before April 27, at the Master of the Rolls' Chambers.

TURNER, JOHN (who died in Nov., 1851), Gent., Fittleworth, Sussex. Incumbrancers to come in and prove their debts or claims on or before April 27, at the Master of the Rolls' Chambers.

FRIDAY, April 3, 1857.

AGAR, JOHN (who died in Nov., 1856), Butcher, Yorkshire. Creditors to come in and prove their debts on or before April 29, at V. C. Stuart's Chambers.

ANDREW, ALEXANDER (who died on May 16, 1854), Russia Broker, Norfolk-st., and late of Old Broad-st., and Forchester-ter., Baywater. Creditors to come in and prove their debts on or before April 28, at V. C. Wood's Chambers.

BREADSHAW, ELIZABETH LANGTON (who died in June, 1848), Spinster, Priors Marston. Incumbrancers to come in and prove their claims on or before May 1, at V. C. Stuart's Chambers.

BUCKLE, WILLIAM PIGOTT LEE (who died in Oct., 1855), Esq., Clevedon, Somersetshire. Creditors to come in and prove their claims on or before May 22, at V. C. Stuart's Chambers.

DELEDGE, RICHARD BARBER (who died in Jan., 1828), Wheelwright, Grosvenor New-Bld-st., Hanover-sq. Incumbrancers to come in and prove their claims on or before May 1, at the Master of the Rolls' Chambers.

HUNTER, WILLIAM (who died in Nov., 1849), Gent., King's Lynn, Norfolk. Creditors to come in and prove their debts and claims on or before April 27, at V. C. Stuart's Chambers.

KNIGHT, SOLOMON (who died in August, 1854), Gent., Songhurst Cottage, Wandsworth-rd. Creditors to come in and prove their debts and claims on or before May 2, at the Master of the Rolls' Chambers.

MOORE, JOHN (who died in Oct., 1837), Ironmonger, Lancaster. Creditors to come in and prove their debts or claims on or before May 4, at the Master of the Rolls' Chambers.

RITCHIE, JOHN (who died in March, 1849), Esq., 161 Albany-st., Regent's-park. Creditors to come in and prove their debts on or before April 27, at the Master of the Rolls' Chambers.

WHITHAM, JOSEPH (who died in March, 1854). Creditors to come in and prove their debts on or before April 30, at V. C. Wood's Chambers.

Winding-up of Joint Stock Companies.

FRIDAY, April 3, 1857.

GENERAL INDEMNITY INSURANCE COMPANY.—V. C. Wood has appointed R. P. Harding, 4 Serle-st., Lincoln's-inn, Official Manager.

GREAT CAMBRIAN MINING AND QUARRYING COMPANY.—V. C. Wood will, on April 18, at 11, proceed to make a call on the persons settled on the list of contributories.

MINERAL COURT MINING COMPANY.—Creditors to come in and prove their debts on or before April 15, at Master of the Rolls' Chambers.—Claims to be adjudicated upon, April 20, at 12.

Scatch Sequestrations.

FRIDAY, April 3, 1857.

BOYD, ANDREW FORBES, Commission Agent and Wholesale Tea Merchant, Aberdeen. April 7, at 12, Lemon Tree Tavern, Aberdeen. Seq. Mar. 28.

CAMPBIE, JAMES ROBERT, Grocer, Cassell's-pl., Leith. April 10, at 2, Stevenson's Rooms. St. Andrew-sq. Seq. Mar. 28.

Scatch Partnership Dissolved.

FRIDAY, April 3, 1857.

MARTIN, ROBERT FRANCIS, & ANDREW M'LEAN, Chemists, 47 South Clerk-st., Edinburgh. Nov. 29, 1855.

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